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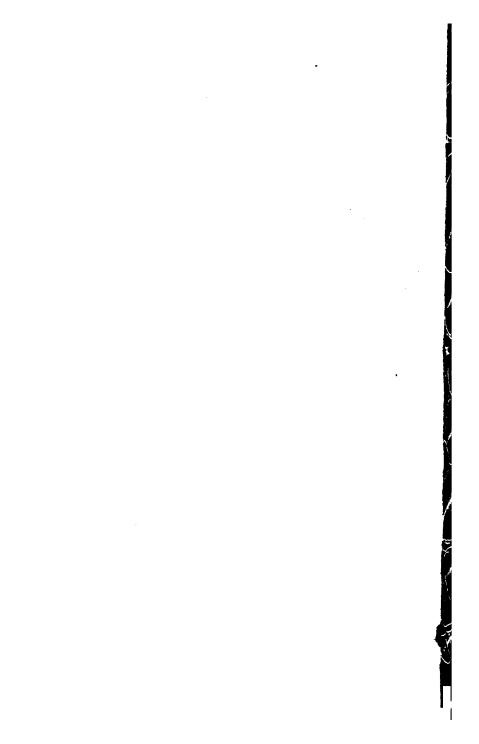
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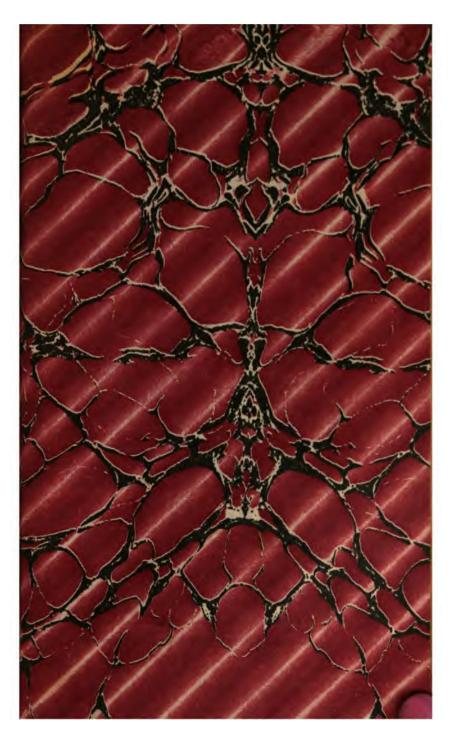
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T Prin A B Grand Precedent:

OR, THE Conveyancer's Ouide and Amstant.

#### CONTAINING

The feveral distinct Parts of all Manner of Instruments, Writings; Conveyances and Assurances, in one Grand Deed;

#### A S.

The Pates; the Parties how written in all Cases; Recitals of Deeds; Considerations; Grants and Premisses, and Bequests in Wills, &c. Exceptions, Habendums, Habendums in Trust to Uses, &c. Reddendums, Conditions and Proviso's; Covenants, Warranties, &c.

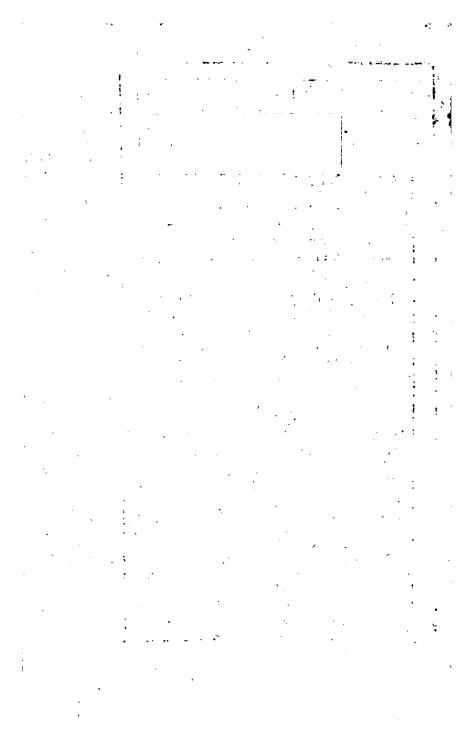
#### NOT ONLY

In all Common Matters, but upon the most extraordinary Occasions, when Things of the greatest Difficulty and Variety have happened.

By GILES /JACOB, Gent.

#### LONDON:

Printed by Eliz. Putt, (Executive of J. Mutt, Affignee of Edward Sayer, Efg.) for Daniel Brown, Bernard Linter, T. Ward, W. Mears, J. Brown and T Woodward, 1716. 47+ FGg



# PREFACE.

'O experienc'd Conveyan-cer can be suppos'd ignorant in placing and connexing the particular Parts of a Deed or Conveyance, but it may be prefum'd that the Memory of every Practiser, (tho' of good Judgment) may not be sufficient to retain and exactly remember every Covenant and Part of a Deed, especially when it is of great length, and that his Experience may not fully enable him to draw an uncommon Draughe without some Assistance, at least not without much Labour and Difficulty: I have therefore compiled this Volume as a Remembrancer of what a Con-

veyancer may have fome Knowledge of, and as a Guide and Information in many special Cases, that he may not have met with in Practice; and it will be particularly useful as an itinerant Library, or Office, to affift the Conveyancer when he is absent from home, whereby he hath not the Benefit of his Papers and even at home in his Officeit will be no less Useful when the Business in Hand is very uncommon and extraordinary, or (as the Case often happens) he cannot turn to an entire Precedent fuiting his Occasion.

Some Attorneys there are who advance Notions, That Forms of Covenants in Deeds, or of Deeds themselves, are useless, and pretend to draw a Deed or Conveyance according to Law, without any Assistance from Precedents,

ecdents, and on that Foundation difregard the Methods observed by experienced Practitioners; which, however despised by the unthinking; must be esterm'd by the careful and prudent Practifer, as a fure Directory, if not effential: But these opiniated Gentlemen, after struggling with great Difficulties, have frequently found themselves mistaken in their Designs to the prejudice of their Clients, as well as the Injuty of their Reputations, and been at last obliged to resort to Precedents, for the Dispatch of their Affairs, with the exactness that is necessary; as Precedents certainly compleat the Man of Bulinels, and are of the greatest Use where a Person is not entirely governed by them, and has Sense enough to make a proper Draughes, i.g. is Maissilgak

I have heard able Conveyancers often own, that the infinire variety in the Business of Conveyancing makes it absolutely necessary for every Practises to have a good Collection of Precedents, at least of special Matters wither for his immer diate Use and Direction in Draw ing, by for comparing with the Draughtwhen perfected, which Collection is not in the Power and Inclinations of every Clerk, or young Attorney to procure; for if they have Opportunities, the Labour oftentimes proves a great Discouragement, tho' it has been my good Fortune to have great Opportunities, and not to want Industry to use them? These Considerations (with a due regards to my own Improvemene in curning over all my Draughts, Papers, Manuscripts,

Methods, and preparing many new Instruments) prevailed with me to undertake and publish Works of this Nature; and since my Precedents both in my accomplished Conveyancer, and in this Volume, are entirely new and of the best fort, I doubt not but the Variety and Method contained in the former, make it compleatly useful to all young Practisers, as this will appear to be, to Men of riper Years and Experience.

I hope this Work will not be disesteem'd for containing the Dates and Parties in Deeds: As those Things are small in themselves, and consequently every Practiser of a tollerable Knowledge may be supposed to be acquainted with them, the Author thought it necessary to in-

**fert** 

fert some Things under those Heads, as also some other common Matters to make the Grand Precedent compleat; but they take up a very small part of this Volume, and therefore its hoped the whole will not suffer in its Reputation for the sake of a sew Pages?

Giles Facob.

THE

## VEYANCER

GUIDE, &c.

Dates of Deeds.

PHS Indenture made the first Day Down to the beof September, in the Year of our kinning Lord one thousand seven hum died and sifteen, and in the second Year of the Reign of our Sovereign Lord George, (by the Grace of God) King of Great Britain, France, and Ireland, Defender of the Faith, &c.

In Witness whereof, the Parties above Date at the en named, have to these Presents put their & Does Hands and Seals, the sirst Day of September, in the lecond Year of our Sovereign Lord George, King of Great Britain, &c. and in the year of our Lord one thousand seven hundred and fifteen

Or,

Or thus: In Witness whereof, I the said A. B. have hereunto put my Hand and Seal the first Day of September, in the second Year of the Reign of King George over Great Britain, Oc.

Date in the beIn the Name of God, Amen. I A. B. of
ginning of & C. being fick in Body, but of found Mind
and Memory, C. do this first Day of September, in the second Year of the Reign of
our Sovereign Lord George (by the Grace of
God) of Great Britain, France, and relams,
King, Desender of the Faith, C. and in the
Year of our Lord 1717, make and publish
this my last Will and Testament Co.

## Parties in Deeds, bow written.

Common Par-

BEtween A. B. of the Parish of, &c. in the Country of, &c. Gent. of the one Part, and C. D. of the Parish of, &a in the Country of, &c. Yeoman, of the other Parish

Som and Heirs. A. B. of, &c. Esq; and C. B. of, &c. el-Party, many dest Son and Heir of the said A. B. of the Persons living Body of D. his late Wife, deceased, begotin mePlace, &c. ten, of the one Part; and C. D. Merchans, E. F. Ironmonger, G. H. Soap-hoiler, and

J. K. Grocer, all of the City of Oc. of the other Part.

Barmet and his Sir A. B. of, &c. Baronet, and Dame E. Wise, and his Wife, (one of the Daughters of, &c. late Daughter, &c. of, &c. deceas'd) of the first Part; C. D. of &c Esq; and M. his Wife (one of the Daughters of the said Sir A. B. and of E. his Wife) of the second Part; and J. T. and W. E. both

of,  $\mathcal{O}_c$ . Gent. of the third Part.

A. B. the elder of, &c. Elq; of the one Hir Apparent, Part; and A. B. the younger of, &c. Son, &c., and Heir Apparent of the laid A. B. the, elder, of the other Part

A: B. of the land E: his Wife, fole Daugh Daugher, Heir ter and Heir of L. M. late of the other case Part; and G.D. of, or, of the other Part.

1. A. B. of, or Clerk, the prefent Rector of Cleryman and Incumbent of the Rectory of the Parish and Widow, of, or Gor Mich of, or, of the one Part; and C.D. Widow and Relict of L.D. Clerk, dechard, late Rector of the said Church, and also Executrix of his Last Will

and Testament, of the other Part.

The Right Reverend Father in God G. A. B. Party.

By: Divine Providence, Lord Bishop of, Oc.

Cathe one Part; and C. D. of, oc. Elq; of
the other Part.

The Right Honourable T. Lord A. Baron & Lord, Party.

of, Oc. (or T. Bart of.) Oc. of the one Part.

and Sin A. L. of Or. Knp. of the other Part.

The most Noble H. Duke of N. Earl of A Duke, Party.

oc. Basoriof, or and Oc. of the one Part.

and J. L. of, Oc. Blog of the other Part.

The Right Honourable A. R. Elq; (com-Arontollus, monly called the Lord Si) and the Right Tudge, some Honourable Sir C. D. of, &c. Knt. of the jeans at Law, first Part; the Right Honourable Sir f. P. London, &c. Knt. Lord Chief Justice of his Majesty's Parties.

Court of King's Bench, M. B. Elq; Serjeant at Law, of the second Part; Sir E. F. of, &c.

Baronet, of the shird Part; and G. H. Citizen and Marchant-Taylor of London, of the fourth Part.

Mafter of a A. B. of, &c. Mariner, Matter and Owner ship, a Mor of the good Ship or Vessel called, &c. of the Burthen of One Mundred and Fifey: Tuns, or thereabouts, of the one Part: abib C.D. of Sel Merchant, of the other Part.

d Widow; and "M. B. Widow, Relieve and late Wife of Bruher of an 7. B. late of, &v. Esq. deceased, and L. B. Heir, Sec. Part of, Cr. Brother and Heir of G. B. deceased, who was eldest Son and Heir of the faid E. J. of, Or. Elq. Son and Meir of Sir C. Fo Knr. deceased, of the second Part: and W. B. of Sc. Gent. of the third Part : ( br M. B. of Ge. Widow, late Wife of, die and heretofore the Wife and Executive of, &c.)

Emmu, En- A. B. of, &c. Sole adding Executor maintain retet's Widow, Parties.

entrin, Admi- in the Last Will and Testament of E. D. nifraria de of, &c. deceas'd (who was folk afting End: cutrix of the Last Will and Testament of Y. B. of, &c. also deceased) of the first Parte C.D. of &c. Elq; of the second Part: and Dame E. F. of, Oc. Administration of the Goods, Charrels, and Personal Estate of, or deceas'd, and also Administratrix de Bonis hous of, &c. lute of, &c. deceased, by the faid, &c. unadministred, of the third Part: (or E. R. Administrator, with the Will annexed, de -Executrix of the last Will and Testament of will amend, the faid, or, with the Will of the faid, or annexed.)

spinfter, sifter E. B. of &c. Spinfter, fole Sifter of A. and Coheir, late Wife of, &c. deceased, which said E. and Party. A. were the Sifters and Co-heirs of A. B. late of, &c. Esq; deceas'd, of the one Partir and C.D. of Cre. Gent. of the other Part.

A.B. of dre. Son and Hoir of C. B. late Met to Tall, of, cre. deceased, on the Body of E. has Ememore, Reof, Cr. decease, on one soury of a. imp fewery Lega-Wife begotten, (which faid C. B. was Son me, Parties. and Heir of L. B. deceas'd, on the Body of A, his Wife begotten) of the first Part; C.D. of, Oc. E. F. of, Oc. Executors of the Left Will and Testament of &c. late of &c. deceas'd, and G. H. of, &c. Refiduary Legatee, named in the Last Will and Testament of the said, &c. his late Father, deceas'd, of the fecond Part; and L. M. of, Oe. of the third Part.

A. B. late of &c, but now of &c. Son Heir and Zunand Heir, and also Executor of the Last only in one Will and Testament of T. H. late of, &c. Porfie. deceased, of the one Part; and C. D. of, &c.

of the other Part.

A. B. of, ora of the first Part; E. B. of Rolls and Es-Cre. Widow, Relict and Executrix of the courin, and Last Will and Testament of T. B. late Will, Truper, of, Or. deceased, E.F. Merchant, and &c. Parties, G. H. Grocer, both of &a (Overseers appointed in and by the faid Last Will of the faid T. B.) and W. B. Gene, Son of the said A. B. of the feeond Part; and L. M. of, ey. and T. L. of, &c. surviving Trustees of, &c. late of, or a deceased, of the third Part; and T. N. of, Or. of the fourth Part

A. B. of, Oc. Elg; of the first Pare; E. B. Noben, Parone of, &c. Elg: Nephew of the faid A. R. and D. his Wife, of the second Part: 6. D. of, o'c and E.F. of, o'c. of the third Part; and G. H. of occ. and cre. of the fourth Part. A. B. of Co. Gene of the first Part; C. D. Confir and Beir of, or, Coulin and Heir of N. D. deceas d. &c. Parties. and also Brosper and Heir of A. D. who was

Lin

**ભીર-જિલ્લામાં જે જે છે.** 

The state of the late of the late of the feeding Party Grandfin, and W. B. of We. of the third Part. Heir, &c. Par and Grandion and Helf of C. B. late of, Ge. deceased, Hind of E. Wife of the faid C.B. which faid E was Sifter and Heir of. Ot. late of, Oc. deceas'd, and E. Wife of the faid A. B. Party to these Presents, of the first Part : E. F. Gent. Son and Heir Applirent of, &c. of the second Pate: G. H. of. Oc. Gent, and E. H. Spirifter, one of his Daughters, of the third Part; R. L. of, &c. and T. L. of, &c. of the fourth Part; and H. J. of &c. of the fifth Part. "A. B. of, &c. D. B. his Wife, and E. B. Only Child. Spinster, only Child of the laid A. B. by the faid D. his Wife, of the first Part; C. D. of, Oc. E. P. of, Oc. of the second Part: A G. H. of, och and J. H. of St. Son and Heir Apparent of the faid G. H. of the third Part; and L. M. of, &c. of the fourth Sir A. B. of Oc. Bart, and Dame E. Mis Parties in Wife, of the first Pair; T.B. Esq. eldest Son Settlement. and Heir Apparent of the faid Sir A. B. on the faid Dame E. begoften, and D. Wife of the said I. B. who is eldest Daughter of Bir 7. C. late of, 201. Bant: fleccast, on the Body of Dame 19. C. his Wife! begotten? and one of the Sifters and Coherrs of Sir 7. C. Bart, her late Brother Beceas'd, of the second Part? F. 1976s. On Geht: and E. of, Or. Geht. of the third Part; the part of the Dame A. C. Widow, the late Wife and 160, and ano Administration of the Goods

and

and Chattels of the faid Sir F.C. Bers. her lase Son deceas'd, and T. E. of, cre. Esq. of. the fourth Part; and W. B. of, &c. Efq; and T. B. of, &c. Gent. &c. of the fifth Part.

### Recisals of Dueds, &c.

THereas the said A. B. either in her Possible of own Right, or as Executrix of her Lands, Goods, late Husband C. B. deceas'd, stands possessed. of, and interested in several Messuages, Lands, Tenements, Goods, and Chattels, and of feveral Debts owing to her by Bond

and imple Contract, &c.

Whereas the faid A. B. by virtue of the seized of Londs Will of C. B. late of, &c. deceased, or other-fifed for a wife, is seized maker and her Heirs, in Fee-Torm. fimple, of and in all that Meffuage or. Tenement, with the Appurtenances, situate and being in oc. And whereas the faid. A. B. is also possessed of, or interested in, for the remainder of a Term of 99 Years, &c. if the faid A.B. &c. or either of them, shall: live to long, of and in one Messuage or Tenement, with the Appurtuniances, lituate, or in the Possession of, ore by virtue; of one Indenture of Lease thereof, granted by T. L. of, one Esq to the said A. B. Oc.

Whereas the faid A. B. is and standeth Seized of Lands scized in Fee Tail, with several Remainders in FeeTail, occ. over me and in the Tenemients herein-after. mention'd and hath contracted with the faid C. D. for the Sale to him and his Heirs. of the lame Tenements, with the Appuratenantes in and off angood and indefefible Estate of Inheritance in Fee Simple therein. Wherefor the Sam of oc. B 4

which on the part and behalf of him the faid A. B. his Heirs. Executors. Adminiftrators and Assigns, or any of them, were, or ought to be observed, performed, ful-" filled and kept, according to the true intent and meaning of the same Indenture in the faid recited Condition mentioned; as in and by the faid recited Obligation, and the Condition thereof, more fully and at large it doch and may appear.

Bond to apply Money to the type in Mar-

Whereas the faid A. B. in and by one Bond or Obligation, bearing Date, &c. bor came bound unto the faid C. D. in the penal riego-awicks. Sum of 500 L, conditioned for the Payment of 200 L with usual Interest, unto the said C. D. in and upon, &c. next enling the Dete showof; to be applied and disposed to, for and upon such Ends, Intents, Trustes. and Purpoles, as were agreed and declared in and by certain Articles of Agreement, . A. Lean bearing Date, & c. then last past; and made between, on as by the faid Obligation and the Condition thereof, may most fully "appear."

Resital of a ... Whereas A. B. and C. D. both of whi Statute-Staple. Merchant-Taylors, in and by one Recognizance, in the Nature of a Scante-Staple, bearing Date, &c. nation and acknowled and before Sir T.P. Kins. Chief Instice of the Court of Common-Pleas at Wellminger, are and fland bound unto E.E. Chrizen and Moschant-Taylor of London, in the Sunt of 1000 & of. Je. But and the same

Recitalef asta. Whereas the faid A. D by one Recognitute-Merchant. zance, or Writing Chigatory, in mature of a Scature-Morthant, bearing Date, offer 1 3

taken and ananowledged at the Town of Southampton, before C. D. Elg. Mayor of the same Town; and before E. L. Esq. asfigned Clerk for the taking of Recognizances for Debrs, within the faid Town and Borough of, che according to the form of Seatures Merchant, standeth bound unto the faid T. L. in the Sum of, &c. payable as by the faid Recognizance, or Writing Obliga-

tory, they appear.

Whereas the faid A, B. in and by one Seamte-Merchant, bearing Date, Oc. and aekogwiedged before G. D. Elgs Mayor of the City of ore, and keeper of the greater part of the Seal of the Statutes-Merchant. within she faid City; and R. L. Gent, Clerk there, and Kapper of the leffer part of the Seal of the Starage Marchant there appointed, is become bound unto the faid. T. I., in the Sum of roof, payable on orce as in and by the faid Statute-Merchant more fully may appear.

Whereas depending (that is to fax ) in Recital of a Billery-Term, in the 12th Year of the Reign Judgment. of our late Sovernign Lady Queen Anne Oca the faid A. by the Name of A. B. in Her then Majesty's Court of Queen's Banch; Westminfer, did obtain and recover against the shid C. D. one Judgment for 2009 l. Debt. belides Costs of Suit, as by the Records of the faid Court may appear.

Whereas the faid A. B. deceas'd, in his Recital of feve-Life-time (that is to say) in Afichaelmas-ral Judgments. Term, in the Year of the Reign, &c. did in Her Majesty's Quert of Queen's-Bourb at Webraiaber, obtain and recover against C. D., Gent.

Gent, the feveral Judgments following, the the Recovery of the leveral sums of Money. herein after expressed; (that is to fay) One Judgineile for 1001. Debt, besides Cossult Suit : ofic Tridgment for 2001. Debt; boades Coffs of Suit; and one Judgment for, 2992 as by the Records of the faid Court of 

Recital of an Aind valletens afterwards the faid A 2 Entent and In- fued out an Extent on the faid Recognization directed to the Shoriff of, &a bearing Date, Oc. Whereby the faid Sheriff was commanded that all the Lands and Tener ments in his Bailiwick; whereof the laid C. D. was at the time of entring into the faid Recognizance, or at any time after? feized. Thould be inquired into, and the Values a certain d, and mould cause the same to be delivered to the Bild A: B. at a read fonable Price and Extent? To hold to him? the faid A. B. and his Affigue, as his Freehold, according to the Form of the Statute! in that Case made and provided, until his faid Debt; together with his Damager and Costs, should be fully levised; as by the said Extent, duly filed, may appear.

Mayifitien.

And whereas upon an Inquisition, taken at, Oc. on, Oc. it was framongst other things) found that the faid C.D. was feized in his Demekie as of Fee, at the time of the entring into the faid Recognizance. and at the time of taking the faid Inquisition, of and in one Meffuage, &c. with the Appurtenances, situate in, &c. then or then late in the Tenure of Occupation of, & a: of the clear yearly Value above Reprizes

## The Countymours Suive, Sic.

Parcel of Ground in, &c. then or then late in the Possession of, &c. Which said Messession of, &c. Which said Messession of the Said Premisses, the said Inquisition, caused to be delivered to the said Inquisition, caused to be delivered to the said Inquisition, caused to be delivered to the said Inquisition; To hold to the said A B and his Assigns, as his Prechold, according to the Form of the Statute in that case made and provided, until his said Debt and Damages, together with the Costs and Changes, should be fully levied.

Whereas the King's Majesty's Consthission Recital of a mader the Great Seal of Great Britain; Commission of grounded upon the feveral Statutes shade Bankrupt. Inductional Bankrupts, bearing Date; & constraint Bankrupts, bearing Date; & constant bear awanded against A.B. of, & a. Merchaut, and directed to the faid G. A. T. O. M. & Constillation of them, whereof the faid Commissioners, or affice of them, whereof the faid G. A. or T. O. to be one, to execute the same being these most had, in the state does and in a process the faid Commission being these most had, in the state does and in a process the faid Commissioners had.

ving begin so pot the faid Commission in Execution, upon the Examination of Witnesser, and other good Proofs upon Oath before them taken, have found and disconcred that the faid A.B. at the time; and since he became a Bankrupt, as aforesid, was possessed of, or interested in, or well intitled to, divers Goods, Wares, Merchandizes, Houshold stuff, &c. mentioned in

in the Schedule indensed, howers annexed. And whereas the faid Commissioniers for Inteher find, that there care divers Debes, Sum and Sums of Money, due and owing to the faid H. B. and his Estate, by and from feveral Persons; the Persiculars of which hid Debugged the several and resonative Persons Names, that do Severally and nespectively owe the fame, are also mentioned, fee down, and expressed in the said Scheidule heretihto annexed

Record of a Whereas the Said A.B. by his Weltings Latter of At- under Hand and Seal, or Letter of Actor "ney, bearing Date, etc. hath made, coliffituted and enpoinsed the faid C. D. his law. 1941 to be Accorney, to dontand, resorch, and veceive, in the Name and to the Ule of the finit A. B. by all lawful Ways and Means what foever of and from all and every Periba end Perfons, whom it doth or may concern, all fuch Rents, and Arreagages of Renes And Sums of Money, as are due and paro able much the faid A. B. for all and every his: McMages, Oa situate, &t. with such further Powers and Authorities; as are needful and convenient for the recovering and receiving the fame has in and by the faid Letter of Attorney more at large may appears to a final year as

Whereas the abuvebound A. B. by Inden-Indesture of ture of Apprenticeship, bearing Date, orc. Approximation. both put himself Approntice unto with him to dwell and ferre as his Apprentice from, &c. unto the full End and Term wh er, from thence next entiting, and fully to be compleat and ended, as by the fame Indenture

denture of Apprenticeship, more at large

appears.

Whereas the faid A.B. in and by one rectal of a Paper-Writing, or Deed-Poll, bearing Bargain and Date, &c. did Grant, Bergain and Sell, Sale of Gode. unto the faid C.D. his Executors, Admin niftrators and Affigus, to hold as his and their own proper Goods for ever, all and fingular the Goods, Implements, and Utenifils of Houshold, &c. then remaining and being in a certain Mediuzge, &c. called, &d fittuate, &c. and particularly mention'd in the Schedule annexed to the faid Deed-Polit, and also the Schedule annexed to these Presents, as may appear.

Whereas A. B. lare of, &c. Esq; deceas'd, A for Recital Father of the said A. B. in his Life-time, in of a Chandland by one Indenture, bearing Date, &c. Lassing for the Considerations therein mention'd, did Dennise, Grant and to Farm let unit to C. D. of, &c. all that Messuage, &c. students, &c. with the Appurcenances: To hold to the said G. D. for the Term of 99 Years, if, &c. on any or either of them, should

happen fo long to live.

Whereas A.B. of, &c. Esq; by his Indenture of Lease, bearing Date, &c. for the fame.
Considerations therein mention'd, hath demised and granted unto the said C.D. his
Executors, Administrators and Assigns;
all that Messuage, &c. To hold from the
Day of the Date of the said Indenture, for
and during and unto the full End and
Term of 99 Years, if he the said C.D. &c.
or any; or either of thems; shall so long live;
at and under the yearly Rent of, &c. at in

and by the faid Indeature more fully and at large doth appear.

Affiguepest. . sbereof.

Short Revisal ... Whereas the above named A. B. troldeth of a Leafe and by Leafe, a Meffuage or Tenement, with the Appurtenances, lituate, &c. for a certhin Term of Years, and under a vertain Rent mention'd in one Pair of Indentures. bearing Date, Or made between, Or. as by the fame. Indentures may more fully And whereas the above bound appear. C. D. for good and valuable Confiderations hath .. affigned and : transferred "unto" the above named A. B. all his Right, Title, and Insureft, of in and to a cortain Messaage, situate, &c. in the Possession of &c. held by the faid C.D. by Leafe from W. B. of, oc. Esq:

of Release or Carveyance.

Whereas the above-bound A. B. by his of an Indenture Indenture of Release, bearing Date, Oc. for the Confiderations therein mention d. hath granted, bargained, fold, released, and confirmed unto the above-named C. D. his Heirs and Affigns for ever, one Mcffuage or Tenement, with the Appurcenances, in, Oc. as the same in the said indenture is particularly mention'd and express'd; as in and by the same Indenture, Relation being thereunto had, may more fully appear.

Recital of a Grant of an **Anns**ity.

Whereas A. B. of, &c. Esq; by Indenture, bearing Date, &c. for the Confiderations therein mention'd, did give, and grant, unto the faid C. D. one Annuity, or yearly Rent of 20 l. to be issuing and going out of all the Manor of ore of him the faid A.B. fituate, &c. To hold, receive and enjoy the leid Annuity, or yearly Rent of 201 to the b.::

the faid C. D. his Executors and Affigus. for and during the natural Life of the faid A. B. payable at two of the most usual Feasts, &c. as in and by the said Indenture,

may more fully appear.

Whereas the faid A. B. is now lawfully Rected of Title possessed of and installed unto one Annuity to Annuity of 201. per Min by virtue of an Order, bear-fine or of ing Date, o'c. the Number of which Or-in of man der is, &c. and made in Purhance of an of Parks Act of Parliament made in the Year of the Reign, &c. enticled, &c. which faid Annuity is payable, and to be paid by four equal quarterly Payments, for and during the Term of 99 Years, commencing from, &c.

Whereas A. B. of, St. being polleli'd of. 48cm and entitled unto two leveral Amnunies of Amnus 50 L per Ann. each, by virtue of two several Treft, is. Orders, bearing Date & c. the Numbers whereof are, &c. and made in Pursuance of an Act. of Parliament pass'd, Oc. entitled, Oc. and to be paid, Oc. for the Term of 99 Years, Oc. He the faid A. B. being to possessed, in and by one indenture, bearing Dare, O. made between the faid A. B. of the one Part; and C. D. of, Oc. and E.F. of, Oc. of the other Part; hath affigued and transferred the faid two feveral Annuities, and the Talleys and Orders made out thereupon. and all his Estate and Interest therein, unto the said C. D. and E. F. To hold to them their Executors, Administrators and Affigns, to, for and upon the several Trusts therein mencion'd, and herein after express'd, (viz.) in Traft to permit and fuffer the faid

faid A. B. and his Affigue, to receive and take one of the faid Annuities of sole por Ame for and during the Term of his natural Life of And as so the other Annuity, &c. in Trust for, &c. as in and by the feid Indensure may more fully appear.

Whereas the faid A Britt and by his Laft Will and Testament in Waiting, bearing Date, drg. did give unto the faid C. D. one Annuicy or yearly Rent-Charge of 50 k per Ann. issuing and payable out of one Mess. fuege, die. fituate, de for and during their Term of his natural Life.

Who neas by Indenture, bearing Date, dres

ment of made between the faid A.B. of the one: Lands, for fe- Part; and one C. D. the faid E. F. &c. of the Charge with other Part; reciting therein, that whereas if of pa the faid A. A. as Administrator of T. B. them. flood lawfully possessed and interested for. the remainder of feveral Terms, then to come and uncopired, of and in all than, Massuage, den. He the said A. B. for the. Confiderations therein mention'd, did Grant, Bargain and Sell, Affign and Set over uneo the faid C. D. and E. F. all and impulse: the faid Messuage, Tenement, and Premisses above recited, and every Part and Parcel thereof, with the Appurtenances; together with the Leafes thereof, and all: Writings concerning the fame 1 and all his Estate, Term, and Interest therein, to hold to them the faid C. D. and E. F. their Executors. Administrators and Assignation. and during all the rest and residue of the faid several Terms and Estates, which he the faid A. B. then had of, in and to the fame.

In which faid recited Indenture. there is a Clause to the Effect following: (that is to fay ) That he the faid A. R. should and might, during the remainder of the said several Terms, which were then to come, receive, have and take out of the faid Premisses above mentioned, one Anmity, or yearly Rent-Charge of no l. of de. phyable and to be paid, in and upon the arth Day of March, the 24th Day of Tame, the 29th Day of September, and the 21st Day of December, by even and equal Portions. And that if the faid Annuity, or the Claufe of yearly Rent-Charge, should be unpaid in Diffrest. part or in all, by the space of az Days, next after any or either of the faid Days, and times of Payment thereof; That then and so often it should and might be lawful to and for the faid A. B. or his Affigus. into the faid Premisses, or into any part thereof, to enter and distrain, and the Distress and Distresses then and there found, so take, lead, drive, carry away, and impound, and to detain and keep, till the faid Annuity, and the Arrests thereof, (if any should be ) should be fully paid and facisfied.

Whereas the Mannor, Messages, Lands, Reigh of Tenements and Hereditaments herein after Lands, being mention'd, are in Mortgage so the said Mortgage.

A. B. for securing the Payment of 5001.

with Interest by the said C. D. to the said A. B.

Whereas by Indenture, bearing Date, &c. Rectal of a made between the faid A. B. of the one Part; Morgage of and the faid C. D. of the other Part; he Land for some C 2

1

. she faith it. iz: for the Confiderations therein mention'd, did Demile, Grant, Bargain and Sell, unito the faid C. D. all that Melslinge, diestimate, de vo hold unto the faid C De his Executors Administrators and Affigus, from the Date of the field Independed for the Term of you Years, thence meke enfuing and under the eyearly Rent of One Popper-Corn, if demanded. Describle on Payment of the Sum of, or on, or. as in and by the same Indenture may more fully, appear.

Auther Revital Whereas by Indenture, bearing Date, de. of a Marigage made between A. B. of the one for 500 Years, Part; and G. D. of, &c. of the other Part. He the faid A. B. in Confideration of the

Sum of the therein mention is to be paid by the faid C. D. and which was accordingly, paid; did Grant, Bargain, Sell and Domife unto the faid & A sall that Mellaage or Tenement, &c. situate, &c. and the Reversion and Reversions, Remainder and Remainders of all and fingular the faid Premisses, and of every Part and Parcel thereof: To be had and holden unto the faid C. D. his Executors, Administrators and Affigns, from the Day next before the . Day of the Date of the faid recited Indensure, unto the full End land Term of soo "Y'" Years, from thence next enfuing, and fully 'so be complest and ended, without Imspeachment of or for any manner of Wafte; at and under the yearly Rent of One stating Pepper-Own, payable upon the Featt of

... a wat the Mativity of St. John Bugeif; (only if the fame should be demanded) which faid

recited

recited Indenture was, by a Proviso og Condition therein contained, made Delersible, on Payment of the Sum of, &c. at a Day long since past; as in and by the same

Indenture may more fully appear.

Whereas the within named A. B. having Resital of fair failed in Payment, not only of the Princi-lare in Paypal Sum of 100 L secured by the with were of Marsin written Indenture, but also of all Interest & st. Many due for the fame, ever fince the Date of the made Princiwithin written Indentures And the Lid pal. A. B. stands also indebted to the within named C.D. in the further Sum of 100L so that upon an Accompt now made up between the laid A. B. and C. D. of and concerning the Interest of the said sook and also the said sook there remains justly due and owing from the said A. B. to the said. C.D. the Sum of 1601 And the faid. A. B. having not Money to pay the same, hath requested the said C. D. that the said, 160 L may be added to the faid Sum of 500 l. within secured and made Principal, whereto the faid C. D. hath confented....

Whereas A. B. of, &c., by his Indenture Recital of a of Morrgage, under his Hand and Seal, three in Paybearing Date, &c., did Demife, Grant, were in Paybearing and Sell, unto C. D. of, &c. all ment, &c. and that Message, &c. situate, &c., and the of the large. Reversion and Reversions, Remainder and gage. Remainders, Rents, Issues and Profits there. of; and all the Estate, Right, Title, Interest, Property, Clem, and Demand what-soever, of him the said A. B. of, in and to the same, or, any Part of Parcel thereof;

To be had and holden, unto the faid  $G_3$ .

his Executors, Administrators, and Affigns, from the Date thereof, for and dufing the Term of roos Years, from thence next enfuing, and fully to be compleat and ended, at and under the yearly Rentof ce. In which faid recited Indenture. there is a Proviso or Condition contained, for the making void the same, by and upon Payment to have been made by the faid A.B. his Heirs, Executors or Administrators unto the said C. D. his Executors, Admini-Arators or Affigns, of the Sum of, &c. and the lawful Interest thereoffat, of upon, co. next ensuing the Date thereof; as in and by the faid recited Indenture ( relation being Failure of Pay, thereupro had) will more fully appear.

Failure of Pay.

And whereas failure of Phyment was made of the faid Sum of, ce. and the Interest thereof, contrary to the true meaning of the said Proviso; by means whereof, the Premisses above mention decame forfeited to the said C. D. and his Estate and Interest therein, for the remainder of the said Term of 1000 Years, became in Law absolute.

Affigument of the Mortgagi.

And whereas in and by one indenture. Fripartite, tearing Date, &c. made between the faid C, D. of the first Pare; the faid A. B. of the second Part; and E. F. of, &c. of the third Part; recieing therein in Essect, as is herein before recited. And reciting also, That he the said C. D. in Consideration of the Sum of, &c. to him in hand paid by the said E. F. at the Request, and by the Consent and Direction of the said A. B. testined by his being a Party thereto, and executing thereof. He the

faid C.D. by the like Confent and Direction of the faid A. B. testified as aforesaid, did Bargain, Sell, Affign, Transfer, and Set over unto the faid E. F. his Executors, Administrators and Affigus, all and fingular the faid Meffuage, Lands and Premisses above recited to have been granted unto the faid C. D. in and by the flind recited Indenture; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatfoever, of him the faid C. D. his Executors, Administrators and Affigns, of, in and to the same Premisses, or any Part or Parcel thereof, together with the faid recited Indenture; and all other Deeds, Evidences, and Writings, which the faid C. D. had, touching or concerning the fame: To be had and holden unto the faid E. F. his Executors and Administrators, from the Date thereof, for and during all the reft, refidue and remainder of the above recited Term of 1000 Years therein then to come and unexpired. And the faid A. B. for the Confiderations aforefaid, and of the Sum of, &c, to him in hand also paid by the faid E. F. did Grant, Ratify and Ratify and Confirm unto the said E. F. his Confirm. Executors, Administrators and Affigns, the aforefaid Melluage and Premistes, and alt. his the faid A. B's Estate, Right, Title, Interest, Property, Claim and Demand whatfoever, as well in Law as Equity, of, in and to the same, or any part thereof: To be had and holden unto the faid E. F. his Executors, Administrators and Assigns, for and during the remainder of the said Term of Date To your so care 1000

mer Provife.

1990 Years, then, to come and unexpired, absolutely acquitted and discharged, of and from the Proviso or Condition above mention'd; and of and from all Power, Benefit and Equity of Redemption of the same Premisses, by means thereof; which said last recited Indenture was Defesible on Repayment by the faid A. B. to the faid E. F. of the laid Sum of, &c. with the Interest thereof, at a certain Day therein mentionid, then, to come, and now long. fince past; as in and by the same Indenture may more fully appear. Whereas A. B. of, Oc. in and by one In-

Recital of a

Mortgage for a denture, bearing Date, oc. in confidera-Term of 1000 tion of the Sum of, or a therein, mention'd, Afternat to be paid to him by G. D. late of, cre. did of the More. Bargain, Sell, Demile, Grant and to Farm, rage, after and let and let unto the laid C. D. in his Lifetime, his Executors, Administrators and Affigns, all that Melluage, &c. To be had and holden unto the faid C.D. his Executors, Administrators and Assigns, for and; during the Term of 1900 Years thence next, and immediately enfuing and following, fully to be compleat and ended, without Impeachment of or for any manner of Walte, by and under the yearly Rent of a Pepper-Corn; which faid Indenture was nevertheless Defesible, on Repayment of the said, &c. with Interest for the same, at certain. Days and times in the Tame Indenture expressed, and now past; as in and by the. faid recited Indenture may more fully appear. And whereas failure being made in Payment of the said, &c. and Interest at OCC F

the times in the Proviso or Condition in the faid recited Indenture mention'd; the Estate and Term thereby granted, became in Law absolute. And whereas in and by The one Indenture Tripartite, bearing Date, &c. made between the faid A: B. of the first Part: T. E. of, &c. and E. his Wife, fole Daughter and Administratrix de bonis non, of the Goods and Chattels of the faid C. D. of the second Part : and the said E. F. of third Part; reciting therein in Effect, as is herein before recited: And reciting further. that the faid C. D. died Intelletts, and Lesters of Administration of his Goods and Charrels, were in due form of Law granted and committed to T. D. his Son, who afterwards died also without making any Difposition of the said Term, or any Alteration of the Estate thereby granted; and that after his Decease, Administration de bonis non, of all and fingular the Goods and Chartels, Rights and Credits, whereof the faid C. D. died possessed, by the said T. D. unadministred, were in due form of Law granted and committed to the faid A. Wife of the faid T. E. as might appear. And reciting farther, that the faid T. E. and A. his Wife, had that Day accompted with the faid A. B. for the Principal and Interest then remaining due and owing on the said recited Indenture of Mortgage: And upon a just Accompt made, there remained due and owing to the faid T. E. and A. his Wife; for Principal and Interest; the Sum of, etc. The faid A.B. did Remile and With the second of the Release

Provile.

Release of the Release unto the said T. E. and A. his Wife, the Proviso or Condition in the faid recited Indenture contained, and all Benefit and Equity of Redempsion of the faid Premisses, by virtue or colour thereof. : And the faid T. E. and A. his Wife, in Confideration of the Sum of, &c. therein men-

, tion'd to be paid them by the faid E. F. did Affign and for Bargain, Sell, Affign, and Set over; and our, raify the laid A. B. for the better fecuring thereand confirm, of, did Ratify and Confirm all and fingular the faid Messuages, Lands, Tenements, Heredinaments and Premisses above recited. and every Part and Parcel chereof, with the Appurterances, and all their Estate and Interest therein, unto the said E. F. for the remainder of the faid Term of 1000 Years; which faid last recited Indonture was nevertheless Desemble, on Repayment by the faid A. B. of the laid, cre: with the Interest thereof, at certain Days and times therein mencion'd, and now past, as thereby may appear.

of a Capital

Whereas the faid A.B. having occasion of the Sum of 1000 l. borrowed and took burren Money up the same of the faid C. D. and for feand Margage curing the Repayment thereof, with Interest, did, in and by his Indenture of heffage, &c. Moregage, under his Hand and Seal, bear-for 2000 Pears ing Date, &c. made between him the faid A. R. of the one Part; and the faid C. D. by the Name of C. D. of, &c. of the other Part: for the Confiderations therein mention, Grant, Bargain, Selt, and Demile unto the faid C. D. his Executors, Adminifirstors and Affigns, all that Capital Melfuage,

sinage, &a together with all Common, or Commons of Pasture, Feedings, Ways, Easements, Waters, Fish-Ponds, Trees, Woods, Underwoods, Oc. and the Reversion and Reversions, Remainder and Remainders of all and fingular the faid Premisses, with their Appurtmances; and of every Pare and Parcel thereof; and of all the Rents. and Profits thereunto incident and belonging: To be had and holden unto the faid C. D. his Executors, Administrators and Affigns, for and during the Term of 2000. Years, from thence next and immediately enfuing and following, fully to be complean and ended, without Impeachment of or for any manner of Waste, at and under the yearly Rent of a Pepper-Com. In which Many payable faid recited Indenture of Moragage, there of two Popis contained a Provilo or Condition for making the fame void, by Payment of the. Sum of, &. on, &r. then next enfuing the Date thereof; and the further full Sum of, &c. on, &c. which would be in the year of our Lord, &c. as in and by the faid recited Indenture (amongst other things) may more fully appear.

Whereas by Indonutire, bearing Date, &c. Restal of a made between the faid A. B. C. D. of &c. Manri, Courts, Elq; and, &c. of the one Part; and the guir. Rents, faid E. R. of the other Part. He the Londs, &cc. for faid A. B. for and in Consideration of the attern of Trans, Sum of 600 L of, &c. to him in hand paid made, by a by the faid E. F. the Receipt whereof the his Truffees. faid. A. B. did thereby confess and acknowledge; and the faid C. D. Oc, in purfuance and part of Performance of the Trust.

in them reposed by the said A. B. and ar his instance and request fignified by his joining therein, and Signing and Scalling thereof; and in Consideration of 's s. of like, &c. to them likewise in hand paid by the faid E. F. he the faid A. B. and the Raid C. D. Ext. by his Direction and April pointment, did Grant, Bargain and Sell, unto the faid E. F. all that the Capital Mesmage and Messuages, called or known by the Name of oc. in the Parish of, oc with all the Barns, Stables, Out-houles, Orchards, Gardens, Yards, Pigeon-houles, Backfides and Appurtenances thereunto belonging; and all that the Manor of, &c. with the Appurtenances in, &c. together with the Scite of the faid Manor, and the Royalties, Liberties and Court-Leet, or view of Frank-pledge; and all that which to a Court-Leet, or View of Frank-pleage belongeth: in the said Manor of, &c. with all the Powers and Authorities annexed, incident or belonging to the same. General Words, all Perquisites of Courts, Quit-Rents, Fees, Fines, Amerciaments, Dues, Duties, Suits, Waifs, Estrays, Deodands, Goods of Pe-1 lons and Fugitives, and Persons put in Exigents, Forfeitures, Escheats, Emoluments, Franchises, and Appurtenances whatsoever, to a Court-Leet, or view of Frank-pledge, belonging, or in any wife appertaining, in as full and ample manner as the faid A. B. held and enjoy'd the same. And 'also all those Lands, Meadows and Pastures, call'd. &c. thentofore in the Possession of, &c. and then or late of, &c. And also all Ways, Passages,

&c.

Passages, Hedges, Hedge-rows, Woods, Underwoods, Commons, Wastes, Rights, Privileges, Royalties, Fillings, Quit-Rents, Profits; and other Appurtenances whatfoever to the faid Manor of &c. and to the Melluges Lands, and Premises aforefield, of atty of them, belonging, uled or spectathings or at any time thencofore accepted, neputed of taken, as Part, Parcel or Member thereof; and all other the Maaces, Mediages, Lands, Tenements and Hereditaments what foever, which the said A. B. 'ther littly' purchased to him and his Heirs of and from Ge. Stuate, lying and being in or near the Patishes, Towns, Villages, Hamiets, Precincts or Territories of, O'c. aforelaid, or in of near any or either of them in the said County of, &c. (except as in the faid recited Indenture is mention'd to be excepted) And also the Reversion and Reversions, Remainder and Remainders, Rents, Iffics and Profits, of Bolind. all and singular the hid Manors and Premilles above mention'd to be thereby grantod, and every Part and Parcel thereof. with the Appurtenances: To hold unto the faid B. F. his Executors, Administrators and Affigues, for and during, and unto the fulf end and Term of 400 Years, from thence next and immediately enfuing and following, fully to be compleat and ended, without Impeachment of or for any manner of Waste, at and under the yearly Rent of a Pepper Corn; which faid recited Indenture was by a Proviso or Condition therein contained, made Defeable on Payment by the

the faid A. B. unto the faid E. F. of the faid Sum of 600 L and Interest, at costain Days therein mentioned, then to come, and now long fince past, as in and by the leid recited indenture may more at large appear, Interest paid, And whereas not only all the Interest of and what re- the faid 600 ! hath been duly paid unto the Day of the Date hereof, but also the Sum of rook in part of the Principal Sum of boad. So that there remains due to the faid E. F. on the faid recited Morange, the Sum of soot and no more.

mains due.

the Fee, &c.

Whereas by Indenture, bearing Date or. Morgage, and made between the faid A. B. of the one on Non-payment Part; and the faid C. D. of the other Ratt; of the Many, the faid A. B. in Confideration of the Susa Accompt made the faid A. B. w, and Com of, O'c. to him in hand paid by the faid trad made for C. D. did Demile, Grant, Bargain and Sell unto the said C. D. all that late piece of void Ground, situate, &c. bounded, &c. and also all that Messuage, Tenement or Dwelling house, and all other Edifices, Structures and Buildings, then lately creeted. built and made, and then standing and being, or then in building, or which should thereafter be erected, built and made, oc should stand and be in and upon the faid late piece of void Ground above mention d. or any Part or Parcel thereof; and all Ways, Waters, Paths, Passages, Easoments, Profits, Privileges, Advantages, Hereditaments and Appurtenances whatfoever to the said then late piece of void Ground. Dwelling-houses, Structures and Buildings thereby granted, belonging, or in any wife appertaining ( which faid late piece of void Ground

Ground was by the said A.B. then lately had and purchased, to him his Heirs and Affigns for ever, of and from N. W. Gent, as may appear ) and also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premisses, and of every Part and Parcel thereof, with the Appurtenances. To hold unto the faid C. D. his Executors, Administrators. and Affigns, for and during the Term of 700 Years, thence next enfuing, and fully to be compleat and ended, at and under the yearly Rent of a Pepper-Corn; which faid recited Indenture was by a Proviso or Condition therein contained, made defefible on Payment by the said A. B. unto the faid C. D. of the faid Sum of, &c. and Inrerest, on a certain Day therein mention'd, then to come, and now long fince past; as in and by the faid recited Indenture may more fully appear. And whereas failure of Failure in Page Payment was made of the faid Sum of, &c. ment, &c. and the Interest thereof, by means whereof the faid Premisses above mention'd became forfeited to the faid C. D. and his faid Estate and Interest therein, during the remainder of the faid Term of 500 Years, became in Law absolute. And whereas upon an Accompt this Day made up between the said A. B. and C. D. there appears to be due unto him the fald C. D. upon the Security of the said Premisses, the full Sum of, &c. for Principal Money and Interest, and no more. And whereas the faid E. F. hath contract for lately contracted with the faid A. B. for the Fee. the absolute Purchase of the Fee Simple and InheInheritance of all and fingular the faid Premisses above mention'd, for the Sum of, &c. And the said Fee Simple and Inheritance of the said Premisses are intended to be forthwith granted and conveyed unto said E. F. and his Heirs.

Resital of an Whereas, &c. (here recite, ut supra, a Assignment of Mortgage from A. B. to C. D. for 500 a Martgage to Years) And whereas in and by one Indenstrud the Fee. ture tripartite, bearing Date, &c. made be-

tween the faid C. D. of the first Part; the faid A. B. of the fecond Part; and the faid E. F. G. H. and L. M. of the third Part: reciting therein in Effect, as is herein before recited; and reciting further, that the faid A. B. had by Indenture of Lease and Release, bearing Date, &c. in Confideration of the Sum of, &c. granted and convey'd the Inheritance and Fee-Simple of the faid Messuages, Lands and Hereditaments above recited, to the said E. F. and his Heirs. The faid C. D. in Consideration that he was fully paid and fatisfied, all the Monies secured to him by the said Term of 500 Years, above recited: and to the end the faid Term might be affigned and kept on foot, and might protect the faid Premisses from all intervening Incumbrances. And in Consideration of s. in Money to him the said C. D. in hand paid by the faid G. H. and L. M. the faid C. D. by and with the Consent, Direction and Appointment of the said A. B. testified by his being made a Party to, and figning and sealing thereof, did bargain, sell, assign and fer-over unto the said G. H. and L. M. all

all and fingular the Messuages, Lands. Tenements and Hereditaments above mention'd, with the Appurtenances. And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatfoever. of him the said C. D. of, in and to the said Premisses thereby assigned, and of, in and to every or any part or parcel thereof. To be had and holden unto the faid G. H. and L. M. their Executors, Administrators and Affigns, for and during all the rest and residue of the said Term of 500 Years above recited, which was then to come and unexpired. In Trust nevertheless, to and for in Trust, &c. the only Use and Benefit of the faid E. F. his Heirs and Affigns, and fuch other Perfon and Persons to whom the Freehold and Inheritance of the said Premisses thereby assigned, should from time to time appertain and belong; and to wait and attend on the Reversion, Freehold and Inheritance thereof; and to, for or upon none other Trust, intent or purpose whatsoever, as in and by the faid last recited Indenture may more fully appear.

Whereas in and by certain Indentures of Recital of a Lease and Release, bearing Date, &c. Merigoge in made between the said A. B. of the one Fee, and of the Transferring Part: and C. D. of, &c. of the other Part. thereof. He the faid A. B. in Confideration of the The Marsgage. Sum of, or. to him paid by the said C. D. did grant, bargain and fell, alien, releafe and confirm unto the faid C. D. all that Messuage, &c. Lituate, &c. To be had and holden unto the said C. D. his Heirs and Affigns, to the only proper Use and Behoof

Behoof of the faid C. D. his Heirs and Affigns for ever. Which said recited Indenture of Release was by a Proviso or Condition therein contained, made defesible on Repayment of the said, &c. with Interest, at certain Days and Times therein mention'd, and now past; as in and by the faid recited Indenture of Leafe and Releafe may appear.

The Transferring thereof.

And whereas in and by certain other Indentures of Leafe and Releafe, bearing Date. &c. the Release being tripartite, and made between the faid A.B. of the first Part: the faid C. D. of the second Part; and the faid E. F. of the third Part; in Consideration of the Sum of, Oc. to the faid C.D. in Hand paid by the said E. F. he the said A. B. and the said C. D. by his Direction and Appointment, did grant, bargain and felt, alien, release and confirm unto the said E. F. and his Heirs and Affigns for ever. all and fingular the faid Messuages, Lands, Tenements, Hereditaments and Premisses above mention'd, and every part and parcel thereof, with the Appurtenances, and the Rents, Reversions, Remainders and Services thereof, and all their Estate and Interest therein. To be had and holden unto the said E. F. his Heirs and Assigns, to the only proper Use and Behoof of the said E. F. his Heirs and Affigns for ever, dif-Habend acquit charged of and from the Proviso or Condited from Pro. tron in the said Indenture of Release above wise in the first recited contained; and of and from all Benesit and Equity of Redemption of the said Premisses, by virtue or colour thereof, or other-

Mortgage.

otherwise howsoever: Subject nevertheless to be redeem'd by the said A. B. and his Heirs, on his or their Payment to the said E. F. of the Sum of, &c. with Interest, in fuch manner as should be expressed and declared in and by one Indenture tripartite, intended to bear Date the Day next after the Day of the Date of the faid last recited Indenture of Release, and to be made between, &c. as in and by the said last recited Indentures of Lease and Release, may more

fully appear.

Whereas in and by certain Indentures of Recital of a Lease and Release, bearing Date, &c. made Mortgage in hetween the said 4 R of the one Port between the said A. B. of the one Part; two Persons, In and C. D. of, &c. (fince deceased) of the Truft for one The faid A. B. for and in con- and the transother Part. sideration of the Sum of 100 l. of, &c. to ferring thereof. him in Hand paid by the faid C. D. and of, &c. to him likewise paid by the said E. F. did grant, bargain and fell, alien, release and confirm, unto the said C.D. and E. F. and to their Heirs and Assigns for ever, all that Messuage, &c. To hold unto the faid C. D. and E. F. their Heirs and Assigns, to the only proper Use and Behoof of the said C. D. and E. F. their Heirs and Assigns for ever. In trust nevertheless for the said C. D. his Heirs, Executors and Ad-Which said recited Indenministrators. ture was by a Provision or Condition therein contained made defesible on Payment to the said C. D. of the Sum of, &c. in and upon, &c. then next coming. And whereas in and by one other Indenture, bearing Date, &c. and made between the said A.B.

Sum, relenses the Provise.

of the one Part; and the said C. D. and E. F. of the other Part; reciting therein in effect, as is herein before recited. reciting also, that all the Interest of the said, &c. had been duly paid until the Day of the Date thereof. But the faid whole Principal Sum of, &c. remained then un-Consideration paid and unsatisfy'd. The said A. B. for of a further and in Confideration of the further Sum of, &c. to him in hand paid by the said C. D. he the faid A. B. did remise and release unto the said C. D. and E. F. their Heirs and Affigns, the Proviso or Condition in the said first recited Indenture contained: and all Benefit and Equity of Redemption of the said Premisses, by virtue or colour thereof. And also all Covenants, Clauses and Agreements in the same Indenture contained, which by and on the part and behalf of the faid C. D. and E. F. their Executors, Administrators or Assigns, were to be observed. And he the said A. B. for the Confiderations aforesaid, and of 5s. to him in hand paid by the faid E. F. and for the better securing the Repayment as well of the said, &c. so due and owing upon the faid first recited Indenture, as of the faid, &c. by him the faid A. B. then received, together with Interest for both the And for better said Sums. He the said A. B. did in and by the same Indenture release, ratify and confirm the said Messuages, Land, Tenements, Hereditaments and Premisses above mention'd, and therein particularly expressed, unto the said C. D. and E. F. To hold to them their Heirs and Assigns, to • the

fecuring, releases, ratifies, &c.

the only proper use and behoof of the said C. D. and E. F. their Heirs and Assigns for ever. In Trust nevertheless for the said Habend. is C. D. his Executors, Administrators and T. of. Affigns. But the faid last recited Indenture was by a Proviso therein contained. made defesible on Payment by the faid A.B. his Heirs or Affigns, unto the said C. D. his Executors, Administrators of Affigns, of the full Sum of, &c. and Interest, at a certain Day therein mention'd, then to come, and now past, as in and by the faid last recited Indenture, may more

fully and at large appear.

Whereas by Indenture of Release, bear- Recital of a ing Date, &c. made or mention'd to be Marigage in made between the said A. B. and E. his Fee, with Pro-Wife of the one Part; and the faid C. D. wife to recomof the other Part; the faid A. B. and E. his the Money, and Wife, for and in Confideration of the Sum Covenant to laof 500 l. did grant, bargain, sell, alien, vy . Fine to release and confirm unto the said C D. ( in frengthen the his actual Possession then being, &c. ) and Murrgage, &c. to his Heirs, all that Messuage or Tenement, &c. situate, &c. and the Reversion and Reversions, Remainder and Remainders and all yearly and other Rents, Profits and Services of all and fingular the said Premisses, &c and all the Estate, &c. To be had and holden unto the said C. D. his Heirs and Assigns, to the only proper use. and behoof of the faid C. D. his Heirs and Assigns for ever; subject nevertheless to a certain Proviso or Condition therein contained to this effect; That if the said A.B. his Heirs, Executors, Administrators or Affigns

figns. should well and truly pay, or cause to be paid unto the faid C. D. his Executors, Administrators or Assigns, at or in, oc. the full Sum of 5251. of, oc. on, oc. next ensuing the Date of the said Indenture, without any Deduction, Defalcation or Abatement, for or by reason of any Taxes or Payments whatsoever, charged or im-Covenant to re- poled on the said Premisses; then the said C. D. and his Heirs, should reconvey the said Messuages, Lands and Premisses unto the faid A. B. and his Heirs, or to fuch Person and Persons, and to such use and uses as he the said A. B. or his Heirs should direct and appoint. In which said recited Indenture there is also (amongst other things) contained a Covenant, that he the said A.B. and E. his Wife, should before the end of

the then present Hillary Term, at the

convey.

Costs and Charges of the said C. D. acknowledge and levy before the Justices of his Majesty's Court of Common-Pleas at Westwinfer, one Fine sur Conuzance de Droit come ceo. Otc. in due Form of Law. with Proclamations thereupon to be had according to the due Course of Fines in that case used, and of the Statute in that behalf provided, unto the faid G. D. and his Heirs, of all and fingular the faid Messuage, Lands, Tenements and Premisses; by such apt Name and Names, Number of Acres and Descriptions, and, in such manner and form as by the Counsel learned in the Law of the faid C. D. should be advised and thought sit; which said Fine so covenanted to be levied of the faid Premisses by the said A, B. and

E, his Wife, was to be and enure, and the said A. B. and E. his Wife, did declare should be User of the and enure to the Ules following, (that is to Fine. fay) to the Use of the said G. D. and his Heirs, fubject to the Proviso above-mention'd; and if the faid 525 l. should be duly paid according to the Proviso, then to the use of such Person or Persons, his or their Heirs, in Trust for the said A. B. and his Heirs, as the said C.D. or his Heirs, should by the Direction and Appointment of the said A. B. or his Heirs reconvey the same, as in and by the faid recited Indenture may more fully appear. And whereas a Fine was afterwards levied and acknowledged of the Premisses by the said A. B. and E. his Wife. to the Uses and Purposes asoresaid.

Whereas by Indenture Quadrupartite, Morigage for a bearing Date, &c. made or mention'd to Term of Years, be made between A. B. of, &c. of the first and Commant Part; C. D. of, Oc. of the second Part; and assign on E. F. of, &c. of the third Part; and G. H. Payment of the of. Oc. of the fourth Part. It is witnessed, Money. that for and in Consideration of the Sum of 500 l. of, &c. therein mentioned to be in Hand paid by the said G. H. to the said E. F. to and for the use of the said C. D. He the said E. F. by and with the Consent and Direction of the said A. B. and with the Consent and Allowance of the said C.D. testified by their being Parties to the said Indenture, and their fealing and delivery thereof, did demise, grant, bargain and sell unto the said G. H. all that the Capital Messuage, or Mansion-House of, &c. with the Appurtenances, fixuate in, &c. and di-

taments in the faid Indenture mention'd: To hold the said Messuages, Lands, Tenements and Hereditaments, and all and fin-

furrender, fign, &c.

gular the Premisses, with their and every of their Appurtenances, unto the said G. H. his Executors, Administrators and Assigns, for and during the Term of 300 Years, without Impeachment of or for any manar ner of Waste: In which said Indenture there is a Covenant or Condition contained that the faid G. H. his Executors, Administrators or Assigns, shall surrender and assign all his or their Estate and Interest, in and to the said Messuages, Lands, Tenements, and Premisses unto such Person or Persons as the said A. B his Heirs or Affigns shall nominate, direct or appoint, upon Payment unto the said G. H. his Executors. Administrators or Affigns, of the Sum of, c. upon, c. now next ensuing, and of, c. upon, c. which will be in the Year of our Lord, &c. as in and by the faid recited Indenture more fully and at large mayappear.

Recital of an pay Money, Debis, Lega-Lands, &cc.

And whereas by an Order or Decree, Order or Decree bearing Date, &c. made in the High Court in Chancery, to of Chancery, in a Cause there depending between the faid A.B. Plaintiff, and the cies, and affign said C. D. Defendant; it was ordered and decreed that the faid Defendant C. D. should come to accompt before Mr. M. one of the Masters of the said Court, for what of the Personal Estate of the said Testator E. F. had come to his Hands, or to the Hands of any other Person for his Use. In the taking of which Accompt the faid Ma-

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## The Conveyancer's Guive, &c.

fter was to make unto the faid Defendant all just Allowances; and the said Master was to take an Accompt of the Debts of the faid Testator, and of the Legacies given by his Will, and what of the said Testator's Personal Estate should upon the faid Accompt appear to be in the faid Defendant's Hands, it was ordered and decreed. That the same should be applied to pay his Debts and Legacies; and in case the faid Testator's Personal Estate, which upon the faid Accompt should appear to be in the said Defendant's Hands, should be sufficient to pay all the said Testaror's Debrs and Legacies, then it was ordered and decreed, that the faid Defendant should affign the said Term of 500 Years to the Plaintiff A. B. upon his giving Security to indemnify the said Defendant against any Debts which might hereafter appear: But if the Testator's Personal Estate should not be sufscient to pay all the said Testator's Debts and Legacies, then it was ordered and de- To affigu, &c. creed, what the same should so fall short should be raised and made good by Sale or Mortgage of the faid Term of 500 Years, and that the said Master was to direct the same to be fold or mortgaged for that pur-And it was further ordered and decreed, that what upon the faid Accompt should appear to belong to the said,  $\phi_c$ . should be divided according to the A& of Parliament for Distribution of Intestates Estates: and it was further ordered, that the Defendant should deliver to the Plaintiff all the Deeds and Writings which he

## The Conveyancer's Suide, &c.

had in his Custody or Power relating to. the Estates of, &c. and the said Master was to tax the faid Defendant his Costs of that Suit which were to be paid him out of. the said Estate, and for what the said Defendant should do, in Pursuance of the said Decree, he was to be thereby faved harmless and indemnify'd, as by the said Decretal Order, duly entered of Record in the faid Court, may more fully appear.

ment for the Selling of Lands of Debts, &c.

Whereas by an Act of Parliament made. Att of Parlia- and passed in the first Year of the Reign of his present Majesty King George, intitled, for the Payment An Act, &c. all that Capital Messuage or Tenement, &c. situate, &c. and all other the Lands, Tenements and Hereditaments of the faid A. B. in, &c. or elsewhere in the faid County of, &c. were and are vested in the faid C. D. and E. F. and their Heirs, upon Trust; that they the said C. D. and E. F. their Heirs and Affigns, should by absolute Sale of the said Messuage, Lands, Tenements, Hereditaments and Premisses, or any part thereof, raise so much Money as should be sufficient to pay and satisfy, and therewith pay and fatisfy the Debts, Legacies and Sums of Money in the faid Act mention'd, as in and the faid Act of Parliament (relation being thereunto had) may more fully and at large appear.

Whereas in and by one Indenture Tri-Control for the partite, bearing Date, &c. of this instant, Purchase of parties, bearing Dates, &c. of this intents, Lands, and the Oc. and made between A. B. of, Oc. C. D. Purchaser not of, &c. and E. F. of, &c. of the first Part. having Money to pay for the same, it is Mortgaged for that purpose

by the former Owner, and the Purchaser.

the

the faid L. M. of the second Part; and the faid T. R. of the third Part; reciting therein that the faid L. M. had contracted with the faid A. B. for the absolute Purchase of the Manor and Lands therein, and herein after mentioned, for the Sum of, &c. and that the faid L. M. having not ready Money to pay for the same, had borrow'd the Sum of,  $\mathcal{O}_c$ , of the faid T. R. and had requested the said A. B. and his Trustees, to fecure the Repayment thereof, with Interest, unto the faid T.R. by making a Mortgage to him of the faid Manor and Lands contracted for, and had agreed to accept a Conveyance of the same Premisses, subject to and chargeable with such Mortgage. He the faid A. B. in pursuance of such Re- The Martgage. quest, and in Consideration of the Sum of. &c. to him paid by the faid T. R. by the consent of the faid L. M. testify'd by his joining therein, and sealing and delivery thereof; and the faid C. D. and E. F. in pursuance, and part of performance of the Trust in them reposed by the said A. B. and by the Direction and Appointment as well of the faid L. M. as of the faid A. B. testified as aforesaid; and for 5 s. in Money, did grant, bargain and fell unto the faid T. R. all that the Manor of, &c. and also all and every the Messuages, Farms, Lands, Tenements and Hereditaments, whereof or wherein he the faid A, B. or they the faid C.D. and E.F. or either of them, were or was feized of any Estate of Inheritance, in Trust for the faid A. B., situate, Oc. and also all and fingular Courts-Leet, Courts-

Courts-Baron, &c. Houses, Out-houses. Ways, Oc. and also the Reversion and Reversions, &c. To hold unto the said T.R. his Executors, Administrators and Affigus. for and during, and unto the full end and Term of 500 Years, from thence next ensuing and following, fully to be compleat and ended, without Impeachment of Waste, at and under the yearly Rent of a Pepper Corn: which faid recited Indenture was by a Proviso or Condition therein contained, made defesible on Payment by the said L. M. his Heirs, Executors, Administrators and Assigns, unto the said T. R. his Executors, Administrators and Assigns, of the Sum of, &c. in and upon, e. then and now next ensuing; and also of the further full Sum of, &c. of like, &c. in and upon, &c. which would and will be in the Year of our Lord, on without any Deduction whatforwer, as in and by the faid recited Indenture may more fully appear.

Conveyance of to the Mort-Zeze.

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And whereas in pursuance of the said the Fee, subjett Contract in the said recited Indenture mention'd, they the faid A. B. C. D. and E. F. have by Indentures of Lease and Release, bearing Date, &c. of this instant, &c. granted and conveyed the Fee-simple and Inheritance of the said Manor and Premisses, to the said L. M. and his Heirs, but subject to the said recited Mortgage for securing the Repayment of the said Sum of, &c. with Interest as aforesaid, unto the Said T. R.

Whereas

Whereas the said A. B. by virtue of one Recital of Indenture of Lease, bearing Date, &c. Chantel Leases. granted by, &c. stands possessed of, and interested in all that Messuage or Tenement, with the Appurtenances, situate, &c. and of and in all those Closes, &c. to the said Messuage or Tenement belonging or appertaining, for the remainder of a certain Term of 99 Years, determinable on the Death of the said A. B. &c. as by the

faid Leafe may appear.

Whereas in and by one Indenture of Leafe, bearing Date, &c. made between A. B. of, &c. of the one Part; and the faid C. D. of the other Part; the faid A. B. for the Confiderations therein mention'd, did demile, grant, and to farm let unto the faid C. D. all that Message or Tenement, &c. To hold unto the said C. D. his Executors, Administrators and Assens. from the Day of the Date of the faid Indenture, for and during and unto the full end and Term of 99 Years, thence next enfuing, and fully to be compleat and ended; if he the faid C. D. L. D. his Son. and E. D. his Daughter, or any or either of them, should so long happen to live, at and under the yearly Rent of, &c. payable &c. as in and by the faid recited Indenture may more fully appear.

Whereas in and by one Indenture of Recital of a Leafe, bearing Date, &c. made or men-College-Leafe, tioned to be made between, &c. the said Warden and Scholars, of and by their whole or common Assent and Consent, did demise, grant, and to Farm let unto the said

C. D.

C. D. all that Messuage, &c. To be had and holden unto the faid C. Do his Executors, Administrators and Assigns, for and during the Term of, oc. as in and by the feed Indenture, under the Common Seal of the faid Warden and Scholars, (relation being thereunto had) more fully appear.

Recital of a fideration of a Rent.

Whoreas the Right Reverend Father in Lease of Londs, Gad, G. Lord Bishop of S. by his Indenture from a Bishop, of Lease, under his Hand and Seal, bearing granted in cm. Date; Sec. made between the faid Lord Surrender of a Bishop of S. of the one Partisand C. D. former Leafe, Of, tote of the other Part; for and in conand under so sideration of the Surrender, and yielding much perAnn. up of a former Lease of the Lands in the Lid Indenture demised, bearing Date, &c. and made by the Right Reverend T. then Lord Bishop of S. unto, Oc. did demise. grant, and to farm let unto the faid C. D. all those his Lands in, &c. containing, &c. To hold unto the faid C. D. his Executors. Administrators and Assigns, from the making of the faid Indenture, for and during and unto the full End and Term of 21 Years, from thence next enfuing, fully to be compleat and ended, at and under the vearly Rent of, &c. for every Acre of the faid, &c. Acres, amounting in the whole to,  $\phi_c$  by quarterly Payments, clear of all Taxes what soever.

Whereas A. B. late Mayor of, Oc. for Recipal of a Lease from a the time being, C. D. E. F. &c. Aldermen Mayor and Cor- of the faid Town and Borough, G. H. J. K. perntien. &c. Burgeffes of the said Borough, and Feoffees of the Church-house, and gertain

other Messuages, Lands, Tenements, and Hereditaments belonging to the faid Borough, commonly called Town-Lands, by their Indenture of Lease, under their Hands and Seals, duly executed, bearing Date, or for the Consideration therein mention'd, did demise, grant, and to Farm let unto L. M. of, Oa all that Messuage, co. firuate, co. To be had and holden unto the said L. M. his Executors, Admiailtrators and Affigns, from the Day of the Date of the faid recited Indenture, for and during the Term of 99 Years, and fully to be compleat and ended; if the faid L. M. &c. or any or either of them, should so long happen to live, at and under the yearly Rent of, &a and by and under leveral other Covenants, Conditions and Agreements in the faid recited Indenture contained, as in and by the same Indenture more at large may appear.

Whereas A. B. Elq; Lord of the Manor Recital of Go. of, &c. did hererofore by Copy of Court-pies of Courts. Roll, bearing Date, &c. according to the Roll. Custom of the said Manor, grant unto the said C. D. and E. his Wife, the Reversion of one Messuage or Tenement, with all Lands, Meadows and Pastures to the same belonging, with their Appurtenances, situate, &c. within the said Manor of, &c. and then in the Possession of E. F. To hold immediately after the Death of the said E. E. unto the said C. D. and E. his Wife, and to, &c. for their Lives successively, under the yearly Rent of, &c. as thereby may appears.

E

Whereas

Wheras the faid C. D. by Copy of Court-Roll of the Manor of, &c. bearing Date, er. doth hold of A. B. Esq. Lord of the

#ife.

said Manor of, &c. for the Term of his Life, and the Lives of, Oc. his Sons, and the Life of either of them longest living successively, at the Will of the Lord, according to the Custom of the faid Manor. one Messuage or Teaement, with the Appurtenances lying within: the faid Manor, now in the Possession of, & by and under the yearly Rent of, &c. and one Heriot when it shall happen; and by and under all other Rents, Burthens, Works, Suits, Customs and Services therefore due, and of Right accu-Licence to de ftom'd. And whereas by the faid Copy of Court-Roll, Licence is granted to the faid C. D. to demise and let the said Messuage or Tenement, with the Appartenances, to any Person or Persons whatsoever, for the Term of 21 Years then next following: if the faid C. D. &r. or any or either of them should so long live, so as the said Massuage or Tenement and Premistes, be from time to time well and fufficiently? repaired, and the Rents, Burthens, Works, Suits. Customs and Service therefore due to the Lord, be well and truly rendred and paid, as by the faid Copy of Court-Rolk:

Resisal of Freez hold Leafes.

Whereas A. B. late of, & Efg. deceas d, by his Indenture, bearing Date, &c. forthe Confiderations therein mention'd, did demile, grant, and to farm let unto the faid C. D. all that Meffuage or Tenement, O'c. situate, O'c. together with all Houses. Edifices.

may more fully appear.

The Conveyancet's Guibe, &c.

Edifices &c. To be had and holden unto the faid C. D. his Heirs and Affigns, for and during the natural Lives of him the faid C. D. and T. and L. his Sons, and for and during the Life natural of every and either of them, longest living, of whom only the said C. D. and L. his Son, are now living) at and under the yearly Rent of &c. payable, &c. as in and by the said recited Indenture may more fully ap-

pear.

Whereas the said A.B. stands seized to him and his Heirs for his own Life, and the Lives of &. of and in all that capital Messuage, &c. situate, &c. with all Houses, Edifices, Lands, Tenements, Rents, Meadows, Pastures and Hereditaments, and also all Suits, Services, Fines, Heriots, Reversions, Profits of Courts, with all and singular the Appurtenances to the said Messuage, &c. belonging or in any wise appertaining; or with the same at any time heretofore demised, occupy'd or enjoy'd, (except, &c.) under the yearly Rent of, &c. as by the Lease thereof granted may appear.

Whereas A. B. of, &c. by Indenture, Recital of a bearing Date, &c. for the Confiderations Last in Recitaring Date, &c. for the Confiderations Last in Recitaring Date, &c. for the Confiderations Last in Recitaring Date, &c. for the Confideration for the Proceedings of Tenement with the prachases of Appurtenances, situate, &c. and then, or Wose. then late in the Fenure of, &c. and also all Houses, Edifices, Buildings, Backsides, Barns, Stables, Gardens, Orchards, Ways, Easements, Profits, Commodities, Lands, Tene-

Tenements and Herediraments, with their and every of their Appurtenances to the said Messuage or Tenement and Premisses belonging, or therewith then used, occupied or enjoyed. To be had and holden unto the said C. D. his Executors, Administrators and Assigns, immediately from and after the Decease of, &c. for and during the Term of 1000 Years, from thence next ensuing, and fully to be complear and ended, without Impeachment of Waste, at and under the yearly Rent of 6 d. as in and by the said recited Indenture may more fully appear.

Recital of Affiguences a Leafe. Whereas the said A. B. did seal and defiver as his Act and Deed, one Indenture tripartite, bearing Date, &c. had and made between the said A. B. of the first Part; the said C. D. of the second Part; and the said E. F. of the third Part; purporting a Grant and Assignment of a Tenement or Dwelling house, and certain Lands and Tenements, situate, lying and being in, &c. and a certain Term and Estate in the same Tenements granted by the said C. D. to the E. F. as in and by the said Indenture more at large appeareth.

Resisal of a Release and Confirmation.

1

Whereas in and by certain Indentures of Lease and Release, bearing Date, &c. which was in the Year of our Lord, &c made between the said A. B. of the one Part; and the said C. D. of the other Part; the said A. B. for and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. did grant, bargain, sell, alien, release and confirm unto the said C. D. and his

his Heirs and Assigns for ever, all that Messuage, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the faid Premisses. and of every Part and Parcel thereof, with the Appurtenances. To hold unto the faid C.D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Affigns for ever, as in and by the faid recited Indenture may more fully and

at large appear.

Whereas in and by certain Indentures of Revital of a Leafe and Releafe, the Leafe bearing Date, Releafe or Conoc. and the Release, oc. made or ment wyants of tion'd to be made between the faid A D Lands, Rents, tion'd to be made between the faid A. B. &c. and a Fine and E. his Wife, of the one Part; and the levied, and faid C. D. and E. F. of the other Part; and bow the Londs by Fine sur Connexance de Droit, &c. there-came to the Reupon duly levied, they the faid A. B. and left, deriving E. his Wife, for and in Consideration of feweral Persons. the Sum of, &c. to them therein mention'd to be paid by the said C. D. and E. F. did grant and convey unto the faid C. D. and E. F. their Heirs and Assigns for ever, all those two Messuages or Tenements, with the Appurtenances, situate, standing and being within the Precincts of, &c. heretofore in the feveral Tenures or Occupations of, &c. All which said Messuages or Tonements were thentofore purchased of, co. by, Oc. to him and his Heirs in Fee-Farm. under the yearly Rent of 20 s. and were by him granted and convey'd to the faid, Oc. as may appear; or all which faid Messuages, &c. were themsofore the Messnages, Oc. of, Oc. deceased, and after-

wards of, or deceas'd, and fince of, or and were then lately by the said, oc. for valuable Confiderations, granted and convey'd to the said, &c. and his Heirs; and also all Ways, Profits, Commodities, Adyantages, Emoluments and Hereditaments whatforver, to the faid Messuages or Tenements belonging, or in any wife appertaining. To have and to hold unto them the said C.D. and E.F. their Heirs and Affigns, to the only proper use and behoof of the faid C. D. and E. F. their Heirs and Assigns for ever; as in and by the faid recited Indentures may more fully

appear,

Resital of a Time lowied, declaring the Uses thereof in Reince of with Provifo' to revoke, &cc.

Whereas the faid A. B. and B. his Wife, did in Trinity-Term, which was in the and of a Dard, Year of the Reign, Oc. acknowledge; and levy in due form of Law, unto C. D. and E. F. and the Heirs of the faid C. D. one Setelement, Fine sur Coppusance de Droit come coo, &c. amongst other things, of all that Messuage, ov, as by the faid Fine remaining of Record in his Majesty's Court of Common-Pleas at Westminster, may appear. And whereas in and by one Indenture, bearing Date, ca made between the said A.B. and E. his Wife of the one Part; and the faid C.D. and E. F. of the other Part; reciting therein in effect, as is herein before recited. was thereby declared by and between all she said Parties to the said Indenture, that the said Fine so levied as aforesaid, should ba and enure to the Uses following (that is to fay ) so the Use of the said A. B. and his Afficing for and during the Term of 99

Years, from thence next enfuing and fully To the Counter to be ended, if the said A. B. should so for 99 Near, long live without Impeachment of or for if he live so long, then to any manner of Waste; and from and after the Wife, and the Determination of that Estate, then to first and where the Use and Behoof of the said G. H. and Sou, &c. 7. K. and their Heirs, for and during the natural Life of him the faid A. B. upon Trust to preserve the Contingent Remainders therein limited; but nevertheless to permit the faid A. to receive the Rents and Profits of the said Premisses to his own Use. during his faid natural Life; and from and after the Decease of the said A. B. then to the Use and Behoof of the said E. his Wife, for and during the term of her natural Life, without Impeachment of or for any manner of Waste, and from and after. the several Deceases of them the said A. B. and E. his Wife, then to the Use and Beshoof of the first Son of the Body of the faid A. B. on the Body of the faid E. begotten, and to be begotten, and of the Heirs Males of such first Son lawfully issuing, with several Remainders over: in which faid recited Indenture, there is a Proviso contained to the effect following, (viz.) That it should be lawful for the said Provise to re-A. B. and E. his Wife, at any time or who and aptimes, during their joint Lives, by any print wher Writing or Writings, under their Hands and Seals, subscribed and executed by them the faid A. and E. his Wife, in the Prefence of shree or more credible Witnesses. to alter, change, revoke, and make void all and every the Uses herein before weention'd . `**į**.;.

tion'd to be limited, of and in all and fingular the said Premises, or of or in any part thereof, and to limit and appoint any more or other Use or Uses of the Premisses. or of any part thereof, to any Person or Per-

and the Fine fons what loever; and that the aforefaid memore to such Fine should be and enure to such Uses, Inether Ufes. tents and Purpoles, as they the said A. B. and E. his Wife, should by any such Writing or Writings as aforefaid, limit, appoint and declare, as in and by the faid recited Indenture (amongst: other things therein contained) may more fully appear.

Whereas one Fine sur Conuzance de Dreit

Resital of a some ceo, &c. to be pursued with Proclamaěc.

Pine intended tions according to the form of the Statute to be levied of in that case made and provided, is by and feveral Meffus. In that case made and provided, is by and ges and Londs, with the Consent and Direction of the said Sec. to pass by A. B and E. his Wife, testify'd by their the Name of being made Parties to, and fighing and leal-Meffuges, ing of these Presents, intended to be levied and acknowledged before the end of this present Michaelmas Term, in his Majesty's Court of Common Pleas at Westminster, by the faid A. B. and E. his Wife, of all that Messuage or Tenement, with the Appurtenances, and also all those three Parcels or Closes of Ground call'd, &c. all which hid Messuage or Tenement and Lands, with the Appurtenances, are fituate, lying and being in, &c. and in the Possession of, &c. And ratio one other Messuage, &c. and all Trees, Woods, Underwoods, and the Ground and Soil of the same Trees, Woods and Underwoods, Waters, Profits, Commodinies, Emolu--ments and Hereditaments thereunto belongď.

ing or appetraining, or therewith, or any part thereof, as Part, Parcel or Member thereof, afed or enjoy'd; and also all such and the like Common of Pasture, in the Commons and Waste of, &c. as hath been formerly used or enjoy'd, with the said several Meffunges or Tenements, Lands and Premisses, and the Reversion and Reversions, Remainder and Remainders of the faid Premisses, and all Rents and Services reserved due and payable, by or upon any Leafe, Demise or Grant what soever, made of the faid Premistes; and all the Estate, Right, Title, Interest, Claim and Demand whatfoever of him the faid A. B. of in or to the faid Meffuages or Tenements, Lands and Premisses, and of in and to every Part and Parcel thereof, with the Appurtenances (all which faid Massinages were purchased of; of which faid Fine so intended to be Description of levied and acknowledged, is to pass by the the Lands. Name of two Messuages, one Barn, two Stables, ewo Gardens, two Orchards, four Acres of Land, eighteen Acres of Meadow, fixteen Acres of Pasture, and Common of Pasture for all manner of Cattle, with the Appurtenances in the Parish of, &c. in the County of, &c. or by such other apt Name or Names, as shall be advised.

Whereas in and by certain Articles of Resital of Mar-Agraement, bearing Date, Oc. made be- 10 make a Settween, e. it was concluded and agreed tlement of by and between the faid Parties thereto, Lands, and to that a Marriage should be forthwith had charge the same and folemnized between the faid A. B. and with Money, E D. and he the field A. R. for and in to revoke.

Con-

Confideration of the faid Marriage, and of the Fortune he was to have with the faid B. did for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the faid, or. to fettle Lands on Trustees for the nse of himself. Wife and Issue, &c. and it was further therein agreed, that in the faid Settlement there should be a Power for the said A. B. in case he should die before the said E. D. to charge the Premisses with 2000 L. to be raised immediately after the Death of the faid E. D. to be paid to such Person for Persons, as the said A. B. should by his Last Will, or any other Writing appoint, and that in the faid Sertlement there should be also contained a Power for the said A.R. and E. D. jointly at any time during their joint Lives, to revoke, alter and make void the faid Uses, Trusts and Powers, or any of them, in all the Premisses, or in any Part or Parcel thereof, and to limit such new or other Uses, in the Whole, or in Part, as to them should seem meet and convenient, as by the faid Articles may more fully appear.

Recital of a Settlement of a Freehold Leafe, with Proviso to renew.

Whereas, &c. (Here recite the Leafe.) And whereas in and by certain Indentures of Leafe and Releafe, bearing Date, &c. the Releafe being tripartite, and made between the faid A. B. of the first Part; the faid C. D. E. F. and G. H. of the fecond Part; and the faid L. M. and A. his Wife of the third Part; reciting therein in Effect, as is herein before societed, and reciting also, that there had here a Marriage then lately

lately solemnized between the said L. B. and A. his then Wife. He the said A. B. for and in Confideration of the said Marriage, and in pursuance and full performance of certain Articles tripartite of Agreement made on the Contract of the faid Marriage, bearing Date, &c. then last past, and made between, oc. and in Confideration also of the Sum of s. to him the faid A. B. in hand paid by the faid C. D. E. F. &c. he the faid A. B. did grant, bargain and fell, alien, release and confirm unto the said C. D. & their Heirs and Affigns, all and fingular the faid Messuage The Land or Tenement, Lands, Meadows, Pastures, Feedings, Woods, Underwoods, Waters, Commons, Tithes, and all and fingular other the Hereditaments and Premisses. demised by the faid recited Indenture of Leafe, and every Part and Parcel thereof. with the Appurtenances, and the Rents. Reversions, Remainders and Services thereof, and all his Estate and Interest therein unto the said C. D. &c. their Heirs and Affigns for and during the natural Lives of the said, &c. and for and during the natural Life of the longest Liver of them. To, for and upon the several Uses, Intents, Trusts and Purposes therein after limited and declared, and herein after mention'd. (that is to fay) as for and concerning all The Ufer of the that part, Oa with the Appurtenances, as Settlement. were in the Possession of, Oc. as Tenant to the faid A B. following, (that is to fay) all that Ground called, or and also, or, In Trust for the said L. B. for and during

the Term of his natural Life, and from and after his Decease, then to the Intent and Purpose that the said A. Wife of the said L. B. and her Affigns, should and might have receive and take, out of all and fingular the faid Premisses last above mencion'd, one Annuity or yearly Rent-Charge of 20 l. of, Oc. for and during the Term of her natural Life, payable as therein is expressed; and as for and concerning all that, &r. in Trust for such Child or Children of the Body of the faid L. B. on the Body of the faid A. his Wife lawfully to be begotten: and in such manner and form as he the faid A. B. by any Writing or Writings under his Hand and Seal, or by his Last Will and Testament in Writing, under his Hand and Seal, attested by two or more competent Witnesses, should direct and appoint; and in Default of such Direction and Appointment, then by all and every of the Child or Children of the Body of the faid L. B. on the Body of the said A. his said Wife, lawfully to be begotten, share and share alike; and for Default of such Issue, then by the Heirs and Provide to re- Affigns of the faid L. B. In which faid recited Indenture there was a Proviso con-Death of either tained, whereby it was agreed and declared, by and between all the Parties thereto, That if any or either of them the said A. B. & hould happen to die, and the faid A. B. during his Life, or the faid L. B. or his Heirs, after the Death of the faid A. B. be minded, purposed or determined to purchase or add any other Life

new on the

Life or Lives, of and in the said Premisses above mention'd, with the Appurtenances, in the room or stead of the Person or Perfons fo dying, and should give sufficient Security to the faid C. D. &c. and the Survivor of them, and the Heirs of the same Survivor, that he or they would within one Month next after fuch Security given, furrender the faid recited Indenture of Lease into the Hand or Hands of the Lord or Lords of the Fee or Fees of the faid Premisses, and within the same Month, at his and their own Costs and Charges, renew and purchase a new Lease of all the said Premisses from the Lord or Lords of the Fee or Fees thereof, for three fuch Lives as the faid A. B. and L. B. or the Heirs or Assigns of the faid L. B. should nominate, whereof the Life of the said A. the Wife of the said L. B. if then living, was to be one; and also within one Month to fettle and affure the fame upon the like Trusts, and to the like Ends, Intents and Purposes, as the same were settled by the said last recited Indenture: That then, and immediately on giving fach Security, it should and might be lawful to and for the said C. D. &c. their Heirs and Affigns, to furrender up the same Indenture, whereby to enable the faid A. B. and the faid L. B. and the Heirs and Assigns of the faid L. B. to purchase and take such new Leafe as aforefaid, as in and by the faid last recited Indenture may more fully appear.

Whereas

Recital of a bousiderable Marriage Settlement of Mamers, Lands, to abundancė of Uses, with Special Provi-∫ess, &cc.

Whereas in and by certain Indentures of Lease and Release, bearing Date, &c. the Release being quadrupartite, and made between the faid A. B. and C. D. of the first Amuities, &c. Part; the said E, Wife of the said C. B. (by the Name of E. D. of, &c. Spinster) of the second Part; the said E.F. and one G. H. of, Oc. (fince deceas'd) and the said 7. R. and L. M. of the third Part; and the faid N. T. P. M. and R. L. of the fourth Part: reciting thorein, that a Marriage twas intended (by the Permission of God) to be then shortly had and soleninized between the said C. B. and the said E. D. and that the Fortune or Portion of the said E. D. amounting to 15000 l. of oc. which the had agreed thould be affigued to, and received by the said A. R. to and for his own Use and Benefit; in Consideration of the said Sum of 15000 L in full for the Marriage-Portion of the faid E.D. which the faid A. B. was to receive to his own Use, and for the making a Provision for the Maintenance of the said E. D. during her Life, in case the said intended Marriage should take Effect, and she should survive the said C. B. her then intended Husband; and for the lettling and assuring of the Manors, Farms, Messuages, Lands Tenements, Rents, and Hereditaments therein after mention'd to be thereby granted, released and confirmed, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under fuch Provisoes and Agreements as were therein after limited, declared and expresfeď.∙

Confideration.

### The Conveyancer's Guide, &c.

fed, of and concerning the same; and for and in Consideration of the Sum of 10s. to the faid A. B. in hand paid by the faid E. F. 7. K. and L. M. he the faid A. B. did grant and convey to the said E. F. &c. and their Heirs, all that the Manor of, &c. with the Rights. Members and Appurtenances: and also all that Capital Messuage, &c. and also all other the Messuages, &c. in the faid Indenture particularly mention'd and desoribed: and likewise several Fee-Farm' Rents therein also particularly mention d. 16 To hold to the faid E. F. Oc. and their Heirs, to such Uses, and upon such Trusts, and to and for fuch Intents and Purpoles, and with and under fuch Provisces, Powers, Limitations and Agreements as were therein-after limited and declared, and herein-after mention'd and expressed, (that is to say) To the Use and Wies of the Set-Behoof of the said A. B. and his Heirs un-slement as to til the said intended Marriage should take the Lands. effect; and from and after the Solemnization of the faid Marriage, to the use of the faid C. B. and his Affigns, for the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the use of the said E. F. &c. and their Heirs, during the natural Life of the faid C. B. Upon Trust to preferve the Contingent Remainders therein-after limited, and for that purpose to make Entries and bring Actions, as occafion should require, but nevertheless in Trust to permit and suffer the said C. B. and his Assigns to receive and take the

Life. which with other full of her Join-

Mak. &c.

their own Use and Benefit during his hatural Life, and from and after the Deceafe To the Wife for of the said C. B. to the Use and Behook of the said E.D. for and during the Torm of her natural Life, to be with what was there-Lands to be in in-after affigued, In Trust for her, and with what was therein-after agreed to be limited unto her for her Life, in full for all. her Jointure, and in full Satisfaction, Lieu. and Bar of her Dower or Thirds, and in full Satisfaction and Bar of all fuch pare or shares of the Personal Estate of the said C. B. as the thould or might be inticled unto or claim, by virtue of the Custom of the City of London; and from and after the Decease of the Survivor of them the faid C.B. and E. his Wife, to the Use and Behoof of the first Son of the said C.B. on the Body of the said E.D. to be begotten, and of the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second. third, fourth, fifth, fixth, seventh, eighth, ninth and tenth, and all and every other Son and Sons of the faid C. B. on the Body. of the faid E. his Wife begotten and to be begotten, severally and successively, and in Remainder one after another, as they shall be in Priority of Birth, and Seniority of Age, and of the several and respective

Heirs-Males of the Body and Bodies of all and every fuch Son and Sons, and the Heirs

issuing; and for Default of such Issue, to

the Use of the said N. T. P. M. and R. L.

their

To Truffees for Males of his and their Body and Bodies 1000 Ters, &c.

their Executions, badministrarous and Affigils, for the Term of 1000 Years, with out impossion that Walke, upon the Trulis, and somether she intent, and Purpoles shartin-after declared and bestin-after mension'd and verperfed, of pay, opposing the famile Therent / march from and after the Determination of the faid Topp of 1000 West to the TURE and Behoof of the laid ad B. hisylinite and Affigue for ever.

-d Asid serior, searching she spacerning the Declaration of hid Texts of 9000 Years, listingd to their the intention the fait! N. A dre. their Dephers. Admi- of the True. miltrators, and Adiens as aforglaid, it, was shereby declared, That the Jame Term to distinct to other the faid Nation, sheir disciptions administrators and Affigus as Afterdaid, was suport Tauft, that in cafe Mend should be him: Son of the faid C. B. on the Body of the faid A, his Wife, born in the Life time of the hid. C. B. nor born after: his Deceater or if there should be any lack Conton Store and they should all hoppen to die wishout, Heirs Male of their hodies: respectively, before any such Son hould autin 1561 the Age (of 21 Years, and in other of their, Coles there should happen se de contror more Daughren or Designates of phoise Bodies whom or to he bosen stathents seein the Age of eightscam [Neath, not be improjedy short then revailed and the And Diffic on Analyurings, of them ser, Persion an aba a 1908 philippe in American American of: lack starvisor welfer the December of the hid Comunication by Mostgage The Sale of the faid Tarmend France of 1890, X cars in

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decides of the control of the contro the Survivor of them ( on the Presutors Minimittrators or Ashgan, of luch Subvivous modeld by this one of the Midney Miles said Profiles, by sainch after state Dockafbiaf the that the consorting in the form of the street Milective My Mountabactimes possible last de picality and application of the said of th Shirt of Money Ship Maintedance and Educomon of then Dinghesome Dougheses as followeth, of that to lay is line gales of some Wichi Daughter only, isual deniglesconiche Aspend being a mistal mest should have the twelverd complanduale municipalic futto stone of the Saint First Francisco Society payable; and the case of own domorative Dailgheory decylender Sum esco lot masch and every of them, until their respective ve : Act Wearly Sunn los poil so: sash and quory! of Alien, in the property of the hail of high plant and documentalistic sec. Daugher of Dangheers, ratiche Rinksoff whi by legist Possiosis ther, afall Taxes sund Changes imposed bross imposed to AA of Parliaments made or store made and clear of milister Daductions what foever; the first stagment thateof sa be sede Weattsion Days halloubly rised hoppen. After and December with ithm fails (C) Be and from fai carle of little Male by stime on the Body lot elie faid BakiWate to the begant to the plane though be Born and at Decreed albits Link. And

And in, and by the faid Indenture, it Proofs, that was provided and conditioned, that if any Muny paid by finch. Daughter or Daughters as aforefaid his Life time, should happen to be married in the Life, be accounted as time of the faid C. B. and that he should Part of the give a Marriage-Portion or Marriage-Por- Puriou. tions with fuch Daughter or Daughters lo married, then such Marriage - Portion or Portions, should (unless the faid C. B. should by Writing under his Hand and Seal declare the contrary) go and be accounted in full, if the same be equal with, or if not equal with, then as to Part of the Portion or Portions herein before appointed to be a rive in a railed and paid as aforefaid; and the Refidue of the Portion or Portions, which should be payable by the true Intent and Meaning of the faid Indenture to fuch Daughter or Daughters fo married, should be only railed as aforefaid, and paid to her or them. And it was further provided, that no fuch Mortgage or Sale as aforefaid, for raising such Portion or Portions as aforelaid, for such Daughter or Daughters as aforefaid, should be made until one of the fame Portion or Portions should become payable by Virtue of the faid Indenture; and also that the Residue of the Rents, If- Residue of the fues, and Profits, to arise and be made of Reuts to go to and from the faid Premisses over and above the next in Rewhat would fatisfy fuch yearly Sum or Sums of Money as were therein-before mentioned to be raifed and paid for the Maintenance and Education of fuch Daughter or Daughters as aforefaid, and over and above the Costs and Charges in railing the 3 2: 1: 2: 3

Sammi Laur Bail

The Trafts deelared.

Trufts the ein after mentioned, and besein After extremed (Wat the 1911) alson Tout and Confidence that they this faint at R. and and the Shivive of them, and the Exchus tors and Administrators of sache Survivoli frould pertilitime fuffer the fitte An archit Executors Additionistrate and Addigues in receive alle take no bind for him and the B own the sind Benefit she said Ahnaity yearly Suit of year until the Solumniamini of the ' Safe I the adod in the state of the from and life the Solomoission shapes of, in Frantillet permittands fuller dis laid of Bisand his Affigus; consequibe and take to and for His and their own Distant ... Too is Benefit the Mid Annulty of youth Sum of be, for and define formany Years of take faid Term of 39 Years, as he the laid Con thould happen to live a and from and sizes the Decease of the laid of h in I will us permit and fillforthe Yaldon his Wife; a her Affighs to receive and take to and her and the work Use and Benefit; she laid Annuity of yearly Sum of ibe. the and chall ring to ment I cars of the faid Tenany blang Years, as We the Rid K. Mould hampen, se dive, in Surcher Part of ther Journa of mend drom and lifter the Dockaserof the Surviver of them, the faid C. Butand By Drellinger tended Wife, in Trust 100 fixti Bet film of Persons as mould then be the Hair Male of the Bodies of the faid C. Bland HI his Neife begotten and for the Executors. Attubio ffracors and Affigns of flich Historical fine and during the Relidue of the Saint Torta

riells and the control of the control of the Total at the time of the Decease of the

diffusions of the mysheolaid at the sudsection Wife Achen, in Trust for other faid C. S. his Executors, Administrature med Affigues. for and slucings the retion! Residue loss that said Bernhofige Meanly and the Maldus Build therein and thereby differant and and carrent to and with Ithe feich E. M. de tun (alisto recite ring her Life, the Konfeyeffilts andstruced Wheteas in and by ont Indectoure, bear Recital of a ine Daies die istade between M. A papiera Sertlement of Elignof the cons Pair, and L. IR refrest Lands for 500 and the P. of com of thus other Part, he due Part Bird Al B. for the Confideration vehicles and the second theoriemed, dilligrant, thergain and at hamto Grade the first C. D. rated B. . E. : all shale this Man and woman's nors bok one maids the Advotation and the Wives, fif Church of the theresol appearailable, and other Som. Thurst ot one thorous appearaness; same be and the their Patronago and the thight of Patronago Grandfou to officities Church saffarte to all lying in the bear fuch a Country of trandibilitis Mellenges, Lands surname, &c. Tonoments and their disardents in the in and the Lands the faid County of the whomein he had to the Wives, any Estad of Freehold in Term for Years, feel a Value. eithen fettled or welkedinin himself, br, any other Person in Trust tox him. To hold from the Day before the Day of the Death of him that haid the Besperthe! Tetric of 1900 Managuifally to be homiplest and ended, Habed upon withhin imphachment of Walke; neverthe less mean Trustand With Edence in them the the Yaid C. D. and DoFo and their Execu-and out by him the fail de Re ( schongs the Trule deschool Things) to perinie and fuffer T. B. dand. Son and Mein applifeguinf vehic faid. A. B. . to hold and enjoy like faid Manors; Advowlan, Messuages, Lands, Tenements and Hereditaments,

diductions is the Bondrymody described havelend enply to his own Use the Reins Ifflicantials / Photos rises the firm of his maritral Life; and after his Decembe, os beamlt and latter flock Wassen of his favold marny and take to Wife, and should stiever's hime too lake and take after his Dhirth the ring her Life, the Rents, villues and Profice of the much left the Preintifes in the Rid County of the saw he fronte by his Dead limit for appoint, for the Team of her natual red Life for her Joinstre, not exceeding the Paluanthan yearly Valoriof, Or and after the Dechair William of the fait I.B. and the fail Johnweend Junion, See. ed, then compensate and littler the first Sols sing in the his reliebly lawfully beguners, and the Artic with a Heirs Malester fisch Son it and for Definite of fuch: fiftie, their all and every lother Sons of she Body of the faid T. B. ladfulle 23 ........ soi be bespreetal feithfilly and not found in And her faccefficely as he can risely should impress to with me beim Again and anior by each to the other and the Historian Malcheforath of Malch a form dies, the Black of it lie fame Sons, and the Heits Males Tof this Body, Too be preferred before the younger Contrand the Heirs Malasofitais Botty, questesbly and quitt property to face the and squared exercise this and Profes of the fail! Manson and Premilie to his and their could UD panels for mount of fuch Affini, when no permit and Affice Code the grounger. San Los dies falls into the torde ask that sit the time for and during the Terms of his Anna Life, and affair this Decrease, then so persist and fuffet his fur bring Wife (affet the Decoafe of the faithful Wife of the fait vivil ben meering Tabli expedicing

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As his have abiliterally such your in the flish C. B. should limit; of or in the Promised in the County of the close exceedthe the Sum of the burths Year at the faid Brother: T. B. stlight have rione, and after the Decease of the faid a Burndehe Bhilishd Desermination of this Wile's Jointires as they should severally happed, vitich to pertrain und fulfier the feveral Sons of the kid G:Bl harbity to be begotten; finest Avely us they should be in Age and Senistrict bach eb she beher, and the fem Heles While of sheir Badies, she Aldebud the filme Sensiand the Heirs Malles of the Body abusys sou be preferred install the younger Sons, lind the Beirs Miles of the Body: Ito Invest beveile, and take toutheir busi Userho Reassaishes, and Brokusses the filme Promises and for Deficion fuch Mine Male of the faid Cl B. Ithers to permit Limitation to Mid foffer L. B. Ely; Brocher off she faid Brother and MIB. for and during the Term of his Life Broker Son. and after his Decrafe, ... then: the Rybral Som of his Body, Ok. to have and where a and for Default of fugh Wise, then to ingiwife mid fuster D. B. Harp. younger Brother of the faid A. Buter the Term of his Life. with after his December De Building Son for take Termier his later and after his Deceals. the Areful Sons of his Body, and the littles The Bodies of fuch Sons in the Sietoeffon; Order and Masiner as is before Bucketh couching who Some of the laid TO BE WHAT C. B. Sons of the faid A.B. to Transfer in to the Cook, what bein south 

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willer fuch Surname, and sheir Heirs. to esjoy.

that if no iM: Granikshildsofthe feid A R ble Billis Dangtheri should when his hould commerciale. Policitism of the faid-Manget and Arcmides in the laid County of the by tenion of havy Truspinciated in this indent stircherrite Mis. Named in call bio Decis, Lete asto parial "Manfactions: seconwhick the Ahall be Patry, bycany Deady and idealage and yield bilantiel free bit. A. M. string his Life in then to the sid set up botton be beliefed and second efter this Decembe his both continuing she and of B. and that Heir Meles of their Bodisis a cantinuing (toists and may only) shifter and enjoyment field his nest and Arbanisharing the Councy, physics, right the Belieble of fines associated and associated nepsing still ni blueile. Made historiale och der take hood him the Sainame of Brast should Sometical his Name and Ayle bigging during tin bife, and dotherbin any to the Min. de kno 1997 and blated in its appearanced to be used and done with the second by Lie in the Brown control with the companion and the first him and the Sons of his Bady letyfully hegover, and she Heist Males of shair Bedies, foi lbete is they thould gopte mub of his and take a fine them, the Sunname of A in Manner and Franchesperage level disable has saved by Lolavishian dar labor Blanca: Iffices, and Beefits of the feights with a support this Bestiment the Lecture Liften it han the period that luffer the Ligit abite his armined have, respectively and rely Distribute Several Wissiand Bahoofs the Repo diffees and Profits of the Said Managery are Premisses in the said Councy as, to see Heir spon & ... spons Reguesty . th. (Wrender the fuch Heir :6:3 their

Trustees so furrender to the queft.

golane A eggs gand Estate, rehy provided, sharpoteyiththanding any - han and ng tofege declared dimited of appoin he ... 1 and one Sons of the laid L.B. and D. B. the Brothers of the faid A.B. and D.B. Son of the fame D. B. A. M. and C. M. or either of the to he them. It was the true intent and meaning any white of the faid A. B. and it was thereby declared, that it should and might be lawful from time to time, and at times during the faid Term, to and for the faid L. B. and D. B. the Brothers, and the faid A. M. and C. M. and the Sons of their Bodies, and the Heirs Males of the Bodies of fuch Sons, at such time as the said Manors and Premisses in the County of, &c. should fall, come, or be to any of them, by virtue of the Frust therein mention'd, in present Occupation or Possession, and at such time Provise for all as the Jame Manors and Premisses should " Remain be free from, and not charged with a Join saves on their cure of any Wife of any of the faid Per- Wive. fons, to limit and appoint to his Wife, or will I fuch Woman as he should marry, such Quantity and Proportion of the faid Manors and Premisses in the County of, &c. for Jointure, for the Term of her Life, as is before mention'd for the Wife of the faid T. B. Son of the faid A. B. And that the faid C. D. and E. F. and their Affigns, should during the faid Term, stand and be possessed of the said Manors and Premisses. In Trust for the Support and upholding of and Traffers to the faid Jointure, as in and by the faid for the support recitatindenture may more fully appear. Whereas sare.

of such Join-

Redulation - Whiteman M. B. late affects. deceased. Whe-District Copy Lands Mel toLegacies,&c. Legacies, the Lands to remain, &cc.

ing literatoria de Simplement de Medicages Lind; Tenerens und geleichlitemente ber blams yet bitte de noi kond palled by anakt and on paying the distribution that Williamindo Teffainteando With and while Date, when and biberein and chereby Timonical divels other thinness decorated after desirable state for the free popular endejdile sationaen until A temisfoloffen Papanenerou fireralla Lipacies, imimam the and his checkworld aid to the effect felt ener, dashpatchinidadiji i ingirapogniwid E. F. Son of, &c. the Sum of 100 lasters a fo laties potte ed hini by Snyk Bhichen C. Drheidinrisilarraba and Ydairo publish (bodien 1919) 14 14, and that actions in the chescistons lessel it five more list elicestypatiil ephaint st. de tessificate beie ton lim the with within a high or blamed to blum, beford wally by sany and when the the state of the s nehendeld z.E. deseg. Architectus plus island heliune, sichielltique oberhe isibutish veri hereby declare. The Did is lo my obserber C. B. Mall filo de rindo rochine procincialia Thall treemenduty playment to Halling or give to whem see freetheely hicknooding white fix disorbolefish mas Designe ben ethereiche in der gestellte Bereite Bei bei Bereiten der Bereiten Bereiten Bereiten Bereiten Bereiten bei Bereiten bereiten bei Bereiten bei Bereiten bei Bereiten bei Bereite Then, and .iiii/ fund odsfito. respectively. -in room to arithmonication will, Aritoirebycogine, bastile and betweath muner nigrative Broukles TCbies all schuts floy! Medhages on Dendhound one had the lieure of alout in the Pollellion

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Whereas the said A. B. deceas'd, by his Recital of a Last Will and Testament, dated on or a- Will, with Debout, &c. did give and bequeath all his to Truftees to Messuages, Lands, Tenements and Here-pay an yearly ditaments whatsoever, in, &c. with the same to the Wife Appurtenances, unto the faid C. D. and for her Join-E. F. their Heirs and Assigns for ever, ture, and to upon Trust nevertheless that the same should educate Chilbe fold as foon as conveniently might be, dren, &c. or in the mean time mortgaged, and that the Money which should be raised from the same, should be applied to the Uses following, (viz.) That they the said C. D. and E. F. should pay unto the said E. B. her Heirs or Affigns, during her Life, the yearly Sum of 40 L in lieu of her Jointure. and should also maintain, educate and dispose of to Trades, Employments or otherwise, all his Children; and also should pay and equally divide all the rest and residue of his Estate amongst all his Children, share and share alike, in manner as therein is mention'd, as in and by the said in part recited Will (amongst other things therein contained) may more fully and at large appear.

Whereas A. B. late of, &c. duly made Recital of a and publish'd her Last Will and Testament Will, and Lands in Writing, bearing Date, &c. and thereby ordered that all her Debts and Lega- rears, to pay cies should, as soon as conveniently might, Debts, and the be paid, and in case her Personal Estate same (charged should fall short to do it, then that her with the said Debts) given in Trust for a Person when recover'd of an Ends spotsion, &c. and afterwards

so a Nophew and his Heirs Male, &c.

and liable thereto; and for that end, she devised to her Trustees herein after named. all her Lands, Tenements and Heredita-To hold to her said ments whatfoever. Trustees, their Executors, Administrators and Affigns, for the Term of 700 Years Lands liable to next after the Day of her Death; Upon Trust that they might by Moregage or

Debts. &c.

Mortgages of the same, or any part thereof from time to time, as should be neceffary, raife and pay such Deficiency: and she thereby devised to the said T. K. all her Lands at, &c. which were purchased by, &c. of, &c. and in case it should please God to restore her Niece E. M. Daughter of, &c. to her perfect Understanding, and to free her from her Indisposition and Firs, then fhe gave to her and the Heirs of her Body lawfully begotten (only charged and liable as aforesaid) all her Lands at, &c. but in the mean time, during her faid Niece's Indisposition and Fits, in case she might be permitted to continue under the Care of her Sister E. B. and her Sister E. should Profits of Lands be willing to entertain her, then she gave given for Moin to her said Sifter E. B. during the time

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senance of the that her said Niece E. M. should be so Person during under her Care, the Profits of all her Lands, (except, &c.) but in case her Sister E. B. should be unwilling to take care and Entertain her faid Niece, or neglect the Irme, then she gave the Profits of her said Lands to the faid, &. during the Life of her said Niece E. M. To hold to her and her Assigns, during the Life of her said . Niece : Niece; and in case she should not recover of her Illness aforesaid, and have no Issue as aforesaid. Then she gave all her Lands to her Nephew T. B. during the Term of his natural Life, without Impeachment of Waste: and after the Determination of that Term, the gave and devised the same Lands and Tenements to E. F. and G. H. and their Heirs, during the Life of her Nephew, to preserve the Contingent Remainders therein-after limited, but in Trust to permit and fuffer her faid Nephew and his Assigns, to hold the said Premisses, and to receive the Rents and Profits thereof during his Life, and after his Decease, then to the first and other Sons of his Body in Tail-Male, with a Remainder to her own right Heirs, and made the faid E. F. and G. H. Executors and Trustees, as in and by the faid Will (amongst other things) may more fully appear.

Whereas the said A. B. made his Last Recital of a Will and Testament in Writing, bearing will, and Lo-Date on or about, &c. and therein and sacies given to thereby gave and bequeathed unto, &c. Children, and 1001. a-piece of, &c. to be paid unto Ann. for their them at their respective Ages of 2x Years, Maintenance, or Days of Marriage, which should first &c. antil of happen; and if any or either of his faid Age, and of a Children, &c. should happen to die before Settlement of he, she, or they attained their Age of and Leafehold 21 Years, or be married, then and in such Lands, &c. case he gave and bequeathed the Legacy To User on a of 100 L of him, her, or them so dying, Marriage. unto the Survivors and Survivor of them, to be equally divided between them, and G 2

thereby declared his Will and Meaning to be, that his Son the said, &c. should satisfy and pay unto his said Children the said. &c. the Sum of 5 l. a-piece yearly, towards their Maintenance and Education, until their respective Legacies of 100 l. a-piece should become due and payable to them respectively; and that his Will further was, that the same should be paid unto them out of his Personal Estate, and also the Rents, Issues and Profits of such his real Estate as would come to his said Son. &c. at his Death, and constituted and appointed his said Son, &c. Executor of his faid Will, as thereby may appear.

The Settlement Lands.

And whereas the faid C. B. being seized of the Freehold in Fee-Simple, as Son and Heir of the said A. B. of and in the Messuages and Premisses herein-after mention'd, he the said C. B. in and by certain Indentures of Lease and Release, bearing Date, &c. in Confideration of a Marriage agreed on and intended to be had and folemnized between him the faid C. B. and E. D. Spinfter, Daughter of, &c. and of 500 l. Portion, and for other Considerations: Hath granted and conveyed to the said E. R. G. H. &c. their Heirs and Assigns, all that Messuage, &c. To be had and holden unto the said E. F. &c. and their Heirs and . Assigns, to the Uses following, (that is to fay) To the Use of the said C. B. and his Heirs, until the said intended Marriage should be solemnized, and after the Solemnization thereof, Then to the Use of the faid

faid C. B. and his Assigns, for and during Ufer to the Husthe Term of 99 Years, if he should so long bond, Wife the Term of 99 Years, if he should so long Heirs of the live; and after the Determination of that Body of the Estate, then to the Use of the said E. F. wife by the G. H. &c. and their Heirs and Assigns, Hurband, Reduring the natural Life of the said C. B. mainder to her for the Preservation and Support of the Reirs. Contingent Remainders therein-after limitted; and after the Decease of the said C. B. then to the Use of the said E. D. and her Assigns, for and during the Term of her natural Life for her Jointure, and in full Satisfaction and Recompence of her Dower, the Remainder to the Heirs of the Body of the faid E. D. by the faid C. B. lawfully to be begotten, the Remainder to the said E. D. her Heirs and Assigns for ever, as in and by the faid recited Indenture of Lease and Release, will more fully appear.

And whereas the faid C. B. being by vir- The Settlement tue of the said Last Will and Testament of of the Leafethe said A. B. lawfully possessed and inter-hold Lands. rested for the Remainder of a Term of 99 Years, determinable on the Deaths of, & a. of and in all that Messuage, &c, he the faid C. B. in and by one other Indenture, bearing Date, &c. in Consideration of the faid intended Marriage and Marriage-Portion; and for the Encrease and Augmentation of the Jointure of the faid E.D. and for other Considerations, Hath assigned by Assignment the said Messuage or Tenement and Pre- on Trust. misses last mention'd, with the Appurtenances, and all his Estate, Term and Interest therein, unto the said E. F. G. H. & 4.

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Upon

Upon Trust that they, and the Survivor of them, and the Executors and Administrators of the same Survivor, should and would permit and fuffer the faid last mention'd Premisses, with the Appurtenances, to be held and enjoy'd, and the Rents and Profits thereof, to be received and taken by the Person or Persons in manner following, To permit Mus- (that is to say) By the said C. B. his Exe-band and Wife cutors and Administrators, until the inand their Chil-tended Marriage should be solemnized, cuters of Sur. and after the Solemnization thereof, then wiper to enjoy, by the faid C. B. and his Affigns, during so many Years of the said Term as he should live, and after his Decease, then by the faid E. D. and her Affigns, during fo many Years of the said Term as she should live; and after her Decease, then by such of their Children as they or the Survivor of them should appoint; and in Default of fuch Appointment, then by all and every their Child and Children, equally amongst them, and for Default of such Child or Children, then by the Executors and Administrators of the Survivor of them the said C. B. and E. D. as by the said last recited Indenture will more fully appear.

# Considerations in Deeds.

I Itnesseth that the said A. B. for and in Confideration of the Sum of 500 l. of lawful Money of Great Britain, to him in hand paid by the said C. D. at and before the sealing and delivery of these Presents, the Receipt whereof the said A.B. doth doth hereby acknowledge, he the faid A. B. Deed-Poll.

Hath, &c.

(Or in a Deed-Poll) Know 'all Men by these Presents, That I A.B. of, &c. Gent. for and in Consideration of the Sum of 500 l. of lawful British Money, to me in hand paid, at and before the sealing and delivery of these Presents, by C.D. of, &c. the Receipt whereof I do hereby acknowledge, have, &c.

Witnesseth, That the said A. B. for and other common in Consideration of the Sum of, &c. to him Considerations. in hand paid by the said C. D. the Receipt

whereof the said A. B. doth hereby confess and acknowledge, he the said A. B. hath, &c.

Witnesseth, That the said A. B. for and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. at and before the sealing and delivery of these Presents, the Receipt whereof the said A. B. doth hereby acknowledge, and thereof, and of every part thereof, doth acquir, release and discharge the said C. D. his Heirs, Executors, Administrators and Assigns, by these Presents, hath, &c.

Witnesseth, That the said A. B. for and Rent; and Con

in Confideration of the Rents, Coverants waster, and Agreements herein-after mention'd, on

the Part and Behalf of the faid C. D. to be paid, observed and performed, hath, &c.

Witnesseth, That the said A. B. for and in Consideration of the yearly Rent and Covenants herein-after reserved and contained, on the Part and Behalf of the said C. D. his Executors, Administrators and Assigns, to be paid, observed and performed.

Wit-

Divers Causes, Witnessoth, That the said A. B. for die valuable Con vers good Causes and Considerations, him fideration, ge- thereunto especially moving, or for good neraj. and valuable Considerations him thereunto moving.

Natural Love.

Know ye, That I the faid A. B. for and in Consideration of the natural Love and Affection which I have and bear unto my Brother C. B. of, &c. Gent. and also for divers other good Caufes and Confiderations, Oc.

Witnesseth, that the said A. B. as well for and in Consideration of the natural Love and Affection which he hath and beareth unto the faid C. B. his Son, as alfo for the better Maintenance, Livelihood and Preferment of him the faid C. B.

Service.

To all People, to whom these Presents fhall come, A. B. of, &c. sendeth greeting. Know ye, That the faid A. B. for and in Confideration of the good and faithful Services already done and performed, and hereafter to be done, &c. by C. D. of, &c. and for divers other good Causes and Confiderations him thereunto moving.

Several Sums

Witnesseth, That for and in Consideration paid by, and of the Sum of 100 l. of, &c. to the faid to several Per- A. B. in hand paid by the said C. D. and in Confideration also of the Sum of &c. of like, &c. to the said E. F. in hand also paid by the said G. H. and in Consideration also of the Sum of, &c. more of like, &c. to the said J. K. in hand likewise paid by the said L. M. the Receipt of which said feveral Sums of Money, they the said A. B.

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E. P. J. K. do hereby respectively confess

and acknowledge.

The faid A.B. and C.D. for, and in Consideration of the Sum of, &c. to them in hand paid by the said E.F. the Receipt whereof they the faid A. B. and C.D. do hereby confess and acknowledge. And the faid G. H. in Confideration of the Sum of Oc. to him in hand also paid by the said 7. K. the Receipt whereof he doth hereby also acknowledge, and for divers other good Causes and Considerations, they the Taid A. B. C. D. and G. H. in this behalf

especially moving.

Witnesseth, That for and in Considera- several Same tion of the Sum of, &c. to the faid A. B. said, being Man in hand paid by the said C. D. the Receipt to Hond, of whereof he the faid A. B. doth hereby ac- Truffier, at a knowledge, and in Confideration also of Marriage, &c. the Sum of, Oc. to the said E. F. in hand paid by the said G. H. and J. K. by the consent of, &c. (being Money deposited in the Hands of the said G. H. and J. K. upon the Marriage of the said, de. with, &c. his Wife, to be applied according to certain Articles made on the Contract of the said Marriage, bearing Date, &c. and made between, cre.) the receipt of which last mention'd Sum of, Oc. the said E. F. doth hereby also confess and acknowledge, Oc.

Witnesseth, That the said A. B. for and Competent Sum. in Consideration of a competent Sum of Money to him in hand paid by the said C.D. the Receipt whereof the faid A. R. doth hereby confess and acknowledge, and for

every Part thereof, and for other good Causes, &c.

Virtue of Licence, parfuonce of Trust, Power and Authority, &cc.

Witnesseth, That the said A. B. by virture of the said Licence and Authority, in and by the said, &c. granted as aforesaid, and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. the Receipt whereof he doth hereby acknowledge.

That they the said A.B. and E. his Wife, by virtue of the Power to them reserved in and by the said Marriage-Articles, or, by virtue of any other Power to them.

referved, or in them being.

That for and in Consideration of the said Sum of, &c. to them the said A. B. and E. his Wise, in hand paid for the said C. D. the Receipt whereof is hereby acknowledged, and in pursuance and sull performance of the said Contract, they the said A. B. and E. his Wise, by virtue and in pursuance of the Power and Authority to them reserved and given, in and by the said recited Indenture, and in pursuance, and by vertue of all other Powers and Authorities to them reserved and given, &c.

Witneffeth, That the said A. B. and C. D. in pursuance and performance of the Trust in them reposed by the said E. F. as aforesaid, at the Instance and Request, and by the Direction and Appointment as well of the said G. H. as of the said J. K. Oc. (testify'd by their being made Parties to and signing and sealing of these Presents)

have, oc.

Witnesseth, That the said A. B. as well Obedience to a in Obedience to the said Decretal Order, Duree, and for as in pursuance of the said Agreement, and making to fue for the heren ambling the Giff C. D. and for Debts, &c. for the better enabling the faid C. D. to fue for, recover and receive the faid Debts and Estates in the said Schedules mention'd; and in Confideration of the Sum of s. of, &c. to him in hand now paid by the said C. D. before the ensealing and delivery hereof, the Receipt whereof he doth hereby acknowledge.

Witnesseth, That the said A. B. for and Pursume of in Consideration of the Sum of, &c. to him Articles, &c. in hand paid by the faid C. D. at and before the sealing and delivery of these Prefents, the receipt whereof is hereby acknowledg'd, and in pursuance and performance of certain Articles of Agreement, bearing Date, &c. and made or mention'd to be made between the faid A.B. of the one Part; and the faid C. D. of the other Part;

he the said A. B. hath, &c. Witnesseth, that the said A. B. in pur- Purfhame of a fuance and part of Performance of the faid Contract, on-Contract, and to the end the faid C. D. joing Lands may hold and enjoy the Manors, Messuages, missies, &c. Lands, Tenements and Hereditaments to him granted and conveyed as aforesaid, acquitted and freed from the Payment as well of the faid 100 l. per Ann. to the said E. F. and the Arrears thereof, as from the Payment of so much of the said 2001 and Interest thereof, as yet remains unpaid (if any fuch there be ) and the faid G. H. J. K. and L. M. in pursuance and part of performance of the Trust in them reposed by the

the said A. B. and in Consideration also of the Sum of 10 s. of, &c. to them A. B. G. H. J. K. and L. M. in hand paid by the said T. B. the Receipt whereof they do hereby acknowledge.

Securing Legacies, &cc. and Lands agains the

lams,

Witnesserh, That the said A. B. as well for the better fecuring the Payment of the said C. D. E. F. &c. of the several Legacies and Portions of 500 L a-piece, and yearly Maintenance of 20 l. a-piece to them given and bequeathed, in and by the faid Last Will and Testament of the said L. M. as for the protecting, indemnifying, and saving barmless of all and singular the said Premisses above recited, with the Appurtenances of, from and against the same Legacies, Portions, Maintenances, and every of them; and in Confideration also of s. of, &c. to the said A. B. in hand paid by the said, &c. the Receipt whereof the faid A. B. doth hereby confess and acknowledge, &c.

That a Manbath granted an Amenicy, &c.

Witnesset, That the said A. B. for and in Consideration that the said C. D. hath by Indenture, dated the Day before the Date hereof, granted to the said A. B. during his Life, one Annuity or yearly Rent-Charge of 501. per Ann. to be issuing and payable out of several Messuages, Lands, Tenements and Hereditaments, in &c. being his own Inheritance, with Power and Liberty for him and his Assigns, to enter and distrain for Non-payment thereof, and in Consideration also of the Sum of 51. of, &c. to him the said A. B. in hand paid by the said C.D. the Receipt whereof the

faid A. B. doth hereby confess and acknow-

ledge he the faid A. B. hath, &c.

Witneffeth, That the said A. B. for and Consideration in Consideration that the said E. his Wife, I conveying and C. D. &c. have by Fine and other good and sufficient Conveyances in the Law in a Fine, &c. and sufficient Conveyances in the Law in a Fine, &c. and Affestion ing of several Messuages, Lands and Tene-tumon, &c. ments, with their Appurtenances, situate, &c. wherein the said E. was downable, and the said, &c. when Sole, had a Security for 400 l. And in Consideration also of the natural Love and Affection which the said A. B. hath and beareth to A. his Daughter, and for her better Maintenance and Livelihood in time to come, and in Consideration also of the Sum of s. of, &c. to the said, &c. in hand paid, &c.

Witnesseth, That the said A. B. for and consideration in Consideration, and to the intent and the making of purpose, that the said C. D. or his Executors, &c. shall and will before, &c. next ensuing the Date hereof, demise, grant and to Farm let unto the said A. B. his Heirs and Assigns, all and singular the above-mention'd Premisses, with the Appurtenances: To have and to hold the same Premisses unto the said C. D. his Heirs and Assigns, for and during the natural Lives of him the said A. B. and, &c. and the Life of the longest Liver of them.

Witnesseth, that the said A. B. as well surrender of a for and in Consideration of the Surrender former Leafe, of a former Leafe, granted by, &c. under right by Copy. Che said C. D. of the Messuage, Tenement, and Many.

and

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and Premisses herein-after demised, for the Term of 99 Years, determinable on the several Deceases of the said C. D. &c. (which first, &c. is since dead) or for and in Confideration of a Surrentler lately made by the said C. D. and, &c. unto the said A. B. of all the Estate, Right, Title and Interest, which they claim'd to hold for their Lives, of and in the Messuage or Tenement and Premisses, with the Appurtenances herein-after mention'd, by Copy of Court-Roll, granted by, &c. bearing Date, &c. as also for and in Consideration of the Sum of, &c.

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Witnesseth, That the faid A. B. and of granting by C. D. in pursuance and performance of the Request, Di. Trust in them reposed by the said E. F. as pointment, &c. aforesaid, and in Consideration also of s. in Money to them the faid A. B. and C. D. in hand paid by the G. H. the Receipt whereof is hereby acknowledged, they the faid A. B. and C. D. at the Request, and by the Direction and Appointment of the faid E. F. testified by his being made a Party, and figning and sealing of these Presents.

> Or the faid A. B. for and in Confideration of the Sum of, &c. to him in hand paid by the faid C. D. and in Consideration also of the Sum of s. of like, &c. to him in hand paid by the said E. F. and G. H. the Receipt of which said several Sums, he the said A. B. dock hereby confess and acknowledge; he the faid A. B. by the Direction and Appointment of the said

G. D. coffined by his joining herein, and: figning and sealing hereof, Hath, &c.

Witnesseth, That the said A. B. and E. Money, part of his Wife, for and in Consideration of the the Consideration of the tion of souther Sum of 500 li of, &c. to them in hand paid Indenture. by the faid C. D. by and with the Confent. and Agreement of the faid E.F. tellified: by his being Party to, and figning and fealing of these Presents, the Receipt whereof they the faid A. B. and E. his Wife do. hereby acknowledge, which said Sum of 500 l. is Parcel of, and comprehended in the Sum of 750 l. mentioned to be the Consideration-Money of one Indenture, bearing Date, &c. purporting a Mortgage made by the faid C. D. and others to the faid E. F. they the faid A. B. and E. his Wife, by and with the Consent and Agreement of the faid C. D. testified as aforesaid.

Witnesseth, That for and in Conside-Author Consider ration of the Sum of, &c. to the faid A. B. deration of the in hand paid by the faid C. D. and E. F. like Noture. (by and with the Confent, Direction and Agreement of the faid G. H. testified by his being a Party to these Presents) the Receipt whereof the faid A. B. doth hereby. acknowledge; which faid Sum of, &c. is hereby declared to be Parceliof, and comprehended in the Sum of oc. the Confideracion Money of one Indenture tripartite. bearing even Date with these Presents, and made between the faid C. B. of the first Part: the faid A. B. of the fecond Part: and the faid C. D. and E. R. of the third Pare; and in Confideration also of the Sum of sind like, or, to the laid A.B., in hand

hand paid, or, the Receipt whereof the faid A. B. doth hereby also acknowledgo.

The Confideraas of another Indinsure.

Witneffeth, That the faid A. B. and C. D. thm the same for and in Consideration of the Sum of, ore. to them in hand paid by the said E. F. the Receipt whereof, they the faid A. B. and C, D. do hereby acknowledge; which faid Sum of, &c. is as well the Confideration of these Presents, as of one other Indonture, bearing equal Date herewith, had and made between the faid A. B. and C. D. of the one Part: and the faid E. F. and one G. H & of the other Part; and for divers orber good Causes and Considerations them. the said A. B. and C. D. in this Behalf efpecially moving.

Sum the same of Coverence . for future Alle ran.66.

Witnesseth, That the said A. B. for and ar in another in Confideration of the Sum of, Greato him Dandon frame in hand paid by the faid C. D. the Receipt whereof the faid A. B. doth hereby confels and acknowledge, which faid Sum of. O're is the same Sum mention'd to be the Confideration of one Indenture of Releafe. bearing even Date herewith, and made between the Parties hereunto, and in purfuance and part of performance of certain Covenants, for future Assurance of the Meffuage or Tenement and Premistes here in-after mention'd in the faid Indomuce of Release entred into by the said A. B. to the faid C. D.

Witnesseth. That the said A. B. for and Money paid, annundertaken in Consideration of the Sum of the to tobe paid to fe. him in hand paid by the faid C.D. and weral Persons B. F. by and with the Consent and Agrees mention'd in S. bedutes. ment

ment of the faid T.B. tellified by his joining herein, and fealing hereof, the Receipt whereof he doch hereby acknowledge: and in Confideration also of the Sum of Ge, whereof they the faid C. D. and E. F. have paid as aforefaid, the Sum of, &c. to the foveral Persons in the first Schedule annexed, merition'd, and have undertaken to pay the Sum of, er. being the residue of the said, &c, to the several Persons in the fecond Schedule hereto annexed, mention'd, in Discharge of the Remainder of the faid several Debts and Legacies, the same being all the Debts and Lagacies of the faid, Secremaining unpaid, and to free and discharge the faid T. B. and A. B. therefrom : he the faid A. B. at the Request, and by and with the like Consent and Agreement of the faid T. B. hash, de.

Witnesseth, That the faid A.B. for the Berir fouring better fecting the Payment of the faid Popular and Sum of, Se with Interest in manner here. Reformed of in-after expressed; and in Consideration Many, dick also of s. to the Said A.B. in hand paid by the faid C.D. the Receipt whereof is

hereby acknowledged.

Or that the faid A. B. for the Conside. rations aforefaid, and for the better feeuring the Repayment of the faid Sum of Ca. with the Interest thereof; and in Consideration also of the Sum of s. in Money to him the faid A. B. in hand paid by the faid C. D. the Receipt whereof is hereby seknowiedged, ov.

On that the fait A. B. Vfor the better for curing of the said Sum of; Ganwith lawful; Interest Wor less featre, undoother faid C.D. E Mico Their Executors, Administrators: and Alfigns (Ion the Days; and Times, and iff Mahnet and Form, as is herein after! mention d and exprelled, and for diversi other good! Causies and Considerations, hims the fald M. Bi thereundo especially most The man and the stand Paragraph

Money lent for Payment ac-

1 179. 8

Witnesseth That the laid A. B. for and better securing in Confideration of the faid Buint of, oc. for lent and bald to the faid ClaD. by the faids cording to one E. F. in Spart of his Gild Purthafe Money. as in the faid fifft above recited Indentures is mentioned and expressed; and for the berter fectiving and more fund Payment of the faid Shin of, Out with the Interest thereof unto the faid H. E. at the Days: and Times, and in Manner and Form in -description in the first received Indonture limited and apno man pointed; and the faid Gill; and J. K. in purfuance and part of performance, of the Trust in them reposed by the said A.B. and at this Inflance and Request, testified by his joining herein, and fealing and delivery hereof; and in Confideration of the Sum of f s. of, &c. to them the faid G. H. and J.K. now in hand paid by the faid: E. F. he the faid A. B. and they the faid: G. H. and J. K. at bis Request, Have, A Property Res

Money paid, mention'd in Accompts and Ballance there-

Witnesseth, that for and in Consideration: of the several Sums in the said Accompts mention'd to be paid and paid by the faid A. B. as aforesaid, and in Consideration of the

the faid Suint of, we the Remainder stue upon the faid Accompt as afoleside to the faid C. D. androfries of like lawful Minney to the faid R. W likewise inchand paid by the faid A. R. accand before the fealing and delivery of these Profess, the Receipt whereof, and of every partoand parcel thereof, the faid C. D. and B. R. do heres by confess and adknowledge, and thereof, and of every part thereof, do acquit, release and discharge the faid A. R. his Heirs, Executors and Administrators by these presents.

And also in Confideration of the said A sum to re-Sum of, draiby the said Articles of Agree; main in the mant, correlated to be kept and semain in small of a the Hands of the said A. B. his Heirs, Exe Soming acutors and Administrators, formisand their going a Rest-Security, against one Rent-Charge of 20 l. Charge, &c.

herein after mention'd, unto, &c. during his natural Life, which said Sum of, &c. with Interest for the same, after the rate of s. per Cont. per Ann. or for so much thereof as shall be due and remaining in his or their hands, at the time of the Death of the said &c. is to be paid by the said A. B. his Heirs, Executors and Administrators, unto the said, &c. his Executors, Administrators or Assigns, immediately afters the Death of the said, &c. pursuant to the said recited Areiteles, &c.

Witnesseth, That for and in Considerar Amber Confidence of the several Sums mention'd to be deriving Mappaid and paid by the said A. B. to or by my paid by an the Order and Direction of the said G. D. Accompt, Sec.

in a crimin Accompt figured by the fails E. Do annexed to a certain Deed indented; bearing equal Date with these Presents. and made or mention'd to be made between the faid C. D. of the one. Part; and the finid A.B. of the other Patt | and in Confiderration of the Sum of the due upon the Ballance of the faid Accompt. to the faid C. Doin hand paid by the faid A B at and before the fealing and delivery of these Presents, the Receipt whereof the faid C. D. doth hereby acknowledge.

Fully paid all

Witnesseth, That the said A. B. for and wide a win Confideration of the Sum of, & to him reast, and in hand paid by the faid C. D. in full Satis-Security steam faction of the faid Mortgage, which faid Approp. See. Sum is the Confideration of one Indenture of Affigument, bearing, Date de made between, on and the laid E.F. for and in Consideration of the Sam of, &c, to him in hand likewise paid by the said G. H. the Receipt of which faid feveral Sums of, & .: they the faid A. B. and E. F. do hereby respectively confess and acknowledge; and in Confideration that the faid G. H. hath given Security to the faid E.F. to pay unco, &r. the Sum of, &e. all which said Sums of de de amount in the whole to the said Sum of, &c. they the said A. B. and E. P. &c.

Witnesseth, That the said A. B. in Con-Other Confidevarious that all fideration that he is fully paid and fatisfied: Manay it said his faid Debt, and all Interest due for the du of Met. fante, in manner as in the faid last recited Indenture is expressed; and the faid C. D. Party hereto for the better fecuring, and

more

more fure Payment of the said feveral Sums of Money to the said, &c. respectively, with Interest for the same, in such manner as in the said Proviso in the said last recited Indenture contain'd is mention'd and express'd.

Or, that the said A.B. for and in Confideration that he is fully paid and satisfied all such Money as was owing to him, or secured by, upon, or out of the said Mortgaged Premisses, and in Consideration also

of the Sum of si. &c.

Or, that the said A. B. and E. his Wife, More fully. for and in Confideration of the Sum of. &c. to them in hand paid by the said C. D. and the said E.F. in Consideration of the Sum of, &c. to him in hand also paid by the faid C. D. by and with the Consent and Agreement of the said A. B. and E. his Wife, in full of the Principal and Interest Money due to the said E. F. on one Indenture of Mortgage, beating Date, &c. made of the Premisses herein-after mention'd by the said A. B. and E. his Wife, to the said B. F. for securing the Principal Sum of, &c. and interest, the Receipt of which said several Sums of, &c. they the faid A. B. and E. his Wife, and E. F. do hereby respectively confess and acknowledge, and for other good Causes and Considerations them thereunto moving, they the faid A. B. and E. his Wife, and also the said E. F. at their Request, and by their Direction and Appointment, have, &c.

Now to the end the faid Term of 505 Term preserved Years may be preserved and kept on Food, and kept on Food, to attend the to attend the attend the second and wait on the Reversion and Rec.

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Inhe-

Inheritance of the faid Premisses, to protect and defend the same from all Incumbrances subsequent to the Creation of the said recitod Term. This present, Indenture Witnesseth, That, the said A. B. for and in Consideration of the Sum of, co, to him in hand paid by the said E F. (by and with the Consent of the said C. D. restified by his being a Party to, and figning and sealing of these Presents ) the Receipt whereof the faid A. B. doth hereby confess and acknowledge; and in Confideration also of 5 s, of like, &c, to the said A. B. in hand paid by the said G. H. and J. K. the Receipt whereof the said A. B. doth hereby also acknowledge, he the said A. B. by and with the Consent and Agreement of the faid C. D. testissed as aforesaid. Hath, Oc.

Confider ation away all Rights, &c. Redemption.

Witnesseth, That the said A. B. for and the extinguish- in Consideration of the said Sum of, &c. to ing and taking him in Hand paid by the said C. D. by the Direction and at the Request of the said and Equity of E. F. the Receipt whereof the faid A. B. doth hereby acknowledge. And for extinguishing and taking away all such Right and Title, or Pretence of Right or Title, as he the faid A. B. can or may claim, or pretend to have in or to the faid Messuage and Premisses, or any Part thereof, ....

Or that he the faid A. B. in Considerat tion thereof (or for the Confiderations, aforesaid) and for quieting the said Gaple in the Possession and Enjoyment of the faid Meffuage and Premisses, and for extinguishing all Right; and Pretence, of Right, to any Equity of Redemption of the faid

mortga-

mortgaged Premisses, he the said A. B. hath, Oc.

. Witnesseth, That the said A. B. for the Ducking and docking, barring, and cutting off all Estates barring E-Tail, and Remainders in Tail, of and in face Tail and the Messuages, Tenements, Lands and He-and settling the reditaments, herein-after mentioned. and Premifes, &cc. for the lettling, aftablishing and assuring of the same, to and for the Uses, Intents and Purposes; herein-after limited, expresfed and declared; and in Confideration of 5 s. in : Money to him in Hand paid by the Laid C. D. the Receipt whereof is hereby acknowledged; and for divers other good Caules and Confiderations, him the laid A. B. in this Behalf moving.

Witnesseth, That the said A. B. for and on a Purchase. in Consideration of the said Sum of, &c. to him in Hand paid by the said C. D. the Receipt whereof he doth hereby acknowledge; and for the docking, harring and destroying, of all Estates Tail, and Remainders over, which are now of and in the Tenemens herein-after mentioned; and for the fertling and affuring of a good and indefearible Estate in Fee simple, of and in the same Tenements, to the said C. D. and his Heirs, in pursuance of and according to the said Contract; and for divers other good Caufes and Confiderations, &c.

Witnesseth, That the said A. B. and E. his Seteline Wife, for the fettling and affuring of the offering of Manors, Lands, Tenements and Heredita- Lands, &cc. " ments, herein-aften mentioned, to the fewenal Uses, Intents and Purposes hereinafter declared, limited and appointed, and

for divers other good Caufes and Confide.

rations, Oc.

in Lund 14d c1.8. hittling, e ં¶∴, &c.

That for and in Confideration of the natural Love and Affection which he the faill A. B. hath and beareth to C. B. his Brother; and to the End and Intent, that " all and fingular the Manors, Messuages, Lands, Tenements and Hereditaments, herein after mentioned, and the Reversion and Reversions, Remainder and Remainders. Rents and Services thereof, and of every Part thereof, shall and may be, and remain to, for, and upon the several Uses, Intents, Trufts and Purpoles, herein-after mention. ed, limited, expressed and declared; and for divers other good Canfes and Confiderations, the faid A. B. in this Behalf especially moving.

lu the Name

Witnesseth, That for and in Consideration and Blood, &c. of the Sum of, &c. unto the faid A. B. in Hand paid by the said C. B. and for the Continuance and Preferration of the Manors, Lands, Tenements and Hereditaments. of the faid A. B. in the Name and Blood of the B's; as also for divers beher good Caufes and Confiderations the Yaid A. B. hereunto especially moving, he the faid A. B. Hath, Or. Witnesseth, That the faid A. B. for and in Confideration of a Marriage intended to be had and folemnized between the faid

A. B. and the said E. D. and in Considera-

tion of the Sum of, &c. being the Marri-

age-Portion of the fald E. D. and for ma-

king a competent Jointure onto the faid

E. D. (in case the laid intended Marriage

Confider ations of Marriage. a Marriage . intended, a MarrisettePort tion, and for making s Zoimure, &c.

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shall take Effect, and she shall happen to forvire the faid A. B. ) and in Recompense and Discharge of all such Dower, and Title of Dower, as the may herester have. or claim, of in, or out of any the Lands, Tenements and Hereditaments, whereof the faid A. B. now is, or shall, or may be feized, at any time during the Coverture between them; and for divers other good Caules, O.

Wienessech. That the said A. B. for and Author Confiin Confideration of a Marriage intended deration of the (by God's Permillion:) shorely to be had fame kind fir f. and folemnized between the faid d. B. and the faid E. D. and of the Sum of, Or. to be had and received by the faid A. A. as a Marriage-Postion with the faid E. ( in case the faid Marriage shall take Effech ). And for the fertling and affuring the Meffhagesi Lands, Tenements and Hereditaments, herein-after mentioned, to and for the feveral Uses, Intents and Purposes, horeinafter limited and declared, pursuant to the Agreement made upon the Contract of the faid intended Marriage, he the faid at. B.

hath, &c. Or thus shorter, That for and in Con-Aderation of the faid Marriage and Marriage-Portion, and for and towards the making, feetling and afforing of a Maintenanch and Provision to and for the faid E. D. out of the Estate of the Said A. B. (in case the said Marriage shall take Effect) and the faid E. D. Shall survive, and out-1.5 Carry March

live the said A. B.

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## The Cambenimon's Smile, & B

Confideration Settlement, of Annuities, &c.

Witnesseth, That the faid T. B. in Conlide? of a Marriage- ration of a Marriage already had and so lemnized between the laid A. B. and E. his made pursuant Wife, Dangtmer of the fald C. D. and ils to Article of Pursuance and Part of Performance of oerter Marriage, tain Articles made on the Contract of their Intermarriage, bearing Date, & ... between the said A. B. of the first Part, the faid C. D. and E. now Wife of the faid A. B. by the Name of E.D. only Child of the faid ColD' of the fecond Part, and the Waid E. R. G. M. and F. K. of the third Parti And the end, the faid Annuities may be. remain, and continue to, for, and upon the several Trusts herein laster mentioned, according to the Purport of the faid Articles and in Confideration also of 5 in Money to him the laid T. B. in Hand paid by the faid E. F. G. H. and F. K. the Receive whereof is hereby acknowledged, he the faid T. B. hath affigned, Genin Truft.

A Marriage riage-Perties paid and for cured, and making a competen: Jointure, Settling Mamors, Lordfhips, &c.

Witnesseth, That the said A. B. for and intended, Mar- in Confideration of a Marriage (by the Grace of God) intended shorely to be had and folemnized between the said A. B. and E. D. Spinster, only Daughter of the faids T. D. and of a competent Marriage-Portion by the said 7. D. to the said A. B. in: Handl paid, and secured to be paid, the Receipts of which Money and Security, the faid! A. B. doth hereby acknowledge; and for that a competent Jointure may be kid, made and provided, to and for the faid R.) in Lieu, Recompence and Satisfaction boss and for all fuch Dower, Right and Title. of Dower, as the faid E. can, or may have, claim,

## The Consumers of Guide, Aco

chaim, challenge or demand of in, unto, or our of any the Manors, Lordships, Mesfuages, Lands, Tenements and Hereditaments, whereof or wherein the faid A.B. arany time during the Coverture between him and the faid E his intended Wife, shall be feized of any Estate of Inheritance, and for the better fettling and affuring of all and every the Manors, of therein-after. mencioned, and the Reversion and Reverfions, Remainder, and Remainders, Rents. and Services thereof, and of every Part thereof, to the Uses, Intents and Purposes herein-after mentioned and expressed, according to the Tenor of certain Articles of Agreement made on the Congract of the said intended Marriage between the said A. R. and the faid T. D. and in Confideration and Pursuance thereof, and for divers other good Canses, &c. him the said A. B. in this Behalf especially moving hath granted, remised, roleased, or.

Witnesseth, That the said A. B. for and A Marriage in Consideration of a Marriage (by the intended and Grace of God) intended shortly to be had Marriago Porand solemnized between him the said A. B. out; decking and, the faid E. D. and of 1000 l. of, Oc. Entails, &cc. by him the faid A. B. to be had and recei-feeling Proved in Marriage with the said E. D. his said mifer, &c. intended Wife, as her Portion, and agreed Performance of to be laid out for the Purposes herein after mentioned, and for the barring, docking and cutting off such Estate Tail, and Remainders over as now are, of the Messuages,: Lands, Tenements and Hereditaments. herein-after mentioned; and for that some

Provision of Maintenance may be had, made and provided, to and for the faid B. intended Wife of the faid A.B. in case the: faid Marriage take Effect; and the faid B. shall happen to survive her said intended Husband, for her Jointure, and in Satiffaction and Recompense of her Dower; and to the Intent, the leveral Mestuages, Lands, Tenements and Heredkuments, herein after mentioned, may be, and remain to, for and upon the leveral Ules, Intents, Trusts and Purposes, herein-after particularly mentioned, limited, expressed and declared; and the faid E. F. and G. H. in Performance of the Trust in them reposed by the said A. B. in this Behalf, and for divers other good Caufes, &c. them the faid A. B. E. F. and G. H. especially moving, have Covenanted, &c. to suffer a Recovery, &c.

Confideration

a Marriage
already had,
and Stotlement
of Lands, purframe to bearringo-Artielss, Sec.

Witneffeth, That the faid A. B. for and in Confideration of a Marriage already had and folemmized between the faid A. B. and E. his now Wife, Daughter of the faid T. B. and of the Sum of, de to the faid A. B. in Hand paid as the Marriage-Portion of the faid E. and in Purfusace and Performance of certain Articles of Agreement made before their Intermarriage, bearing Date, &r. between the faid T. B. of the first Part, the said A. B. and E. his now Wife (by the Name of, &c.) of the second Part, and the said E. F. and G. H. of the third Pert; and to the Invent, there att and fingular the Mcfluages, Lands, Tonements and Hereditaments, therein and herein after mentioned, and the Revertion and

and Reversions. Remainder and Remainders, Rents and Services thereof, and of every Part thereof, shall and may at all times hereafter be, remain and continue, to and for the several Uses, Intents, Trusts and Purpoles, herein/aker particularly limixed, expressed and declared, he the faid A. B. hath covenanted and granted, &c.

to stand feiled con ::

Witnesseth. That the said A. B. for and in Confideration of the faid Marriage, and Purface in Pursuance and Part of Performance of side father the faid Marriage-Articles, and for feetling the Preside and affiring of the Manors, Meffinger; to Ufer, and Lands, Tenements and Hereditaments, here. Part of the tre in-after mentioned, to; and for the feveral Marriage Box Uses, Intents and Purposes, and subject to Moregant to the several Trusts, Provido's and Agree eleer the E. ments, herein-after mentioned, limited and fue. expressed; and the said C. D. in Consideration of the Sum of the to him in Hand paid by the faid E. F. in Satisfaction of a Morgage to him made of Part of the Manors and Lands herein-after mentioned a the Receipt whereof the faid C. D. dorth hereby acknowledge: And the faid G. H. and B. H. in Confideration of the Sum of. on to them, or one of them in Hand also paid by the said E. E. in Satisfaction of a Morreage by him the faid A. B. made to the faid G. H. of other Parts of the Manors and Lands herein-after mentioned, which bid leveral Sums of, err. are hereby declamed to he Part and Partel of the faid. Sec. hefore mentioned to be the Marriage-Porthen of the faid, dr. He the faid of R and

and the faid C. D. and G. H. and E. N. by his Direction and Appointment, Have, &c. granted, bargained, and fold, released; Or.

Consideration a Marriage Part of the Wife's Portion, in full of ber Share of her Father's Personal Efixte: and that the Wife bath conveyed her Dands to to dirtieles to Settle the Hess. bund's Lands. &c. ..

:: Witnesseth, That for and in Consideration: of a Marriage already had and folemnized between the laid A. B. and B. his Wife, and in Publishee and Pact of Performance of certain Articles of Agreement made on the Contract of the faid Marriage, bearing Date, evi last past; and made, or mentil oned to be made, between, oc. And in Confideration also of the Sum of Sec. to the faid A.B. in Hand paid by the faid, Uses, pursuant Orc. as and in Part of the Marriage-Portion of the faid E. and in full of ther Share and Proportion, as well of the Personal Estate of her said late Father T. D. deceas'd, as of her faid late Brother, &c. The Receipt whereof he the faid A. B. doth hereby confess and acknowledge, being the same Sum of, &c. mentioned to be paid to the said A. B. by the said, &c. in and by certain Indentures Quadrupartite, bearing equal Date with these Presents, and made. or mentioned to be made, between, oc. And in Consideration also that the said E. B. hath conveyed or agreed to convey all that her fourth Part, Share and Proportion, and all other her Share, Part and Proportion of all and every the Meffuages, Lands, Tenements and Hereditaments, which descended to her as one of the Sifters and Coheirs of the faid, &c. to fuch Uses and upon such Trusts, and for such Ends, Intents and Purposes, as in and by the said Маг-

Marriage Artifics are agreed, expressed and gelaced, and for the lecting and affuring of the Meduages, Lands, Tenements and Hereditaments herein after mentioned to and upon the leveral Ules, Intents, Truffs and Purpoles beroin-after limited, expresrings Articles above mentioned; they the laid T. B. and A. B. do, Oe covenant and grant, &c. to levy a Fine, and fuffer a Recovery

Witnesterb, That for and in Confidera-confideration of sion of a Marriage already had and folem- a Marriage pized between the faid A. B. and E. his had, and as Wife, and in Purluance and Performance hash fested of certain Articles of Agreement made on Londs on the the Contract of the laid Manriage, bear-wife, so feithing Date, 186; last past, and made or men-she wife; tioned to be made between the laid, &c. Lands, &c. and afterwards and before their Intermartinge, satisfied and confirmed by the laid K, by indexing her Approbation thereof on the beakide of the faid Acticles; and in Confideration also that the laid A.B.

Alluro fasteral Methiagos, Lands, Tenements and Harodisaments as and for the Jointure of the feid Ey Burdians, to the faid Marrimei Africles above mentioned And to the endy that all and fingular the faid h's

Part. Share and Propertion of all and evees the Meduages Lands Tapements and Maredisantants to whereof hours frized or incitled union manage of the Siffers and Co-

heirs of the faid, of a may be septed and af-

brefere a Me Degion to charlaid Reachery on Parish-Church, whensoever the same shall first and next happen to become void by the Death, Resignation, Colling tes Deprivation of, &c. the present Incumbent, or otherhan wife how foeten know de akanfietely A& Things and Phings whatfolver white therein, in as full and ample manber, so all Invents and Purpoles, as the faid it B. or. his Heirs might or hereafter fould have done, if this pleant Grade had not been and every of the man and it was but of a proposual. Hath granted, barguined and fold, aliqui

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ed, remiles, released and configured; and by these Protents docki grads, was unto the first C. B. attendente Advewlen, Nomine. nii filon, Prelemation and Rightman Passonage of the Parish-Church of, the with all and fingular he Righas, Membershand Appure tendrices (windbaldo the Rossentich and Rice verfions, Remainder and Remainders, Remaand Services of the find Advention Pre-Schriften and interest of Adams to Prescription of Shares Mid Churchy chadralfo all the Educed Right: Tiele, interest, mielin, desendien are foever of him the faid A. B. of, inliand to Pito feld Advon hor and Promitive and albe all Deed sand Windows and in the Other Deed He Other Midiative Along orogenter with true Copies of all of the Deeds of a trouming the Causton for Donation, Acres at the bill billy high de globali grantell band conformed, and thele Preferred dich seine affant and chan Will onto khei hid id Dinand hie Affiana

olide Annulity of watery Route Charge of 28 / 12 be received staken had, and costin

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Of an Annui-£7.

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issing out of albehat Capital Melluage or Farm, &c. situate, &c. called, &c. with all and fingular the Hereditaments and Appurconduces to the Isld Capital Medinage or Parmi, de aforelaid, belonging or aledias Part of Parcel cheroof. The Torre of the

b. Hath remiled and released, and by these Grant in a Presents doth for himself, this Executors. Release of an Admiris Cracovs: and A. Meris, fally, freely dumity. and absolutely remise and release who the faid C. D. his Heirs and Assigns, the said Annuity or yearly Sum of an info to him given, Sunas aforefuld; and alfor all the Right, Tiple: Incoroft, Claim and Domand what sever both in Law of Equity of thing the faid A. B. in and to the same Annuity: and to every Part thereof: The re-

. Have remised, released, and quit-claim Another with ediciand by these Presents do. de. unto the Nomine Pomill O. D. his Meiri and Assigns in his sim ne's, or.

and peaceable Poffession, as well vine faid Annuity or yearly Rent of 20 % before: slentioned, and every Part and Parcel thereof; and all Rents, Aprearages of Rents, Penalvies, Porfeitivos, Numino Pana's and Diffrestes whatsoever due or forfened, by reason of the Non-payment of the said Anduling on yearly Rene of 20 1. or any Parc thereof: as allo all the Estate, Right, Tide. Interest, Property, Term of Years, Chains and Demand whatfoever, which I the fuld A. B. my Executors of Alligns now have may, might, should, or ought to have of, in; and to the faid Amuity of westy Rient: of 20 L above-mentioned, on asy Part thereof, by Vicent of the laid

The Consequence of March 2020.

récited l'interprés por printe le la leur de l'entre de la leur de le leur de leur de le leur de leur de leur de le leur de leur de le leur de le leur de le leur de leur de leur de le leur de leur de le leur de leu

Release of

Hath remited, released and for ever quit-claimed, and by these Bresents does fully, freely, and absolutely rounie, released and for ever quit-claims autors be said C. B. all and all manner of Dower, which she said E. B. now hath, may, might, should, or of Right ought to have or claim of in, or out of all and every the Manors, Messue ges, Tenements and Heredisaments where sever, which were the faid A. B's, here late Husband at any time during the Cast verture between him and the faid E. B. sitted ate in, or.

Acother mer

Hath remised, released, and for ever quite claimed, and by these Presents doth remise, Or. unco the faid C. D. Cin his actual Poss fession and Seisia now being ) and to his Heirs and Affigns for ever, all and all mane ner of Dower, Right and Title of Downs and all other Right, Effate, Title, Interest and Demand which the faid E. B. by any Ways or Means what focuer now hath may i might, or of Right ought to have or claim in, to and out of all and every or any the Messuages, Closes, Grounds, Lands and Hereditaments late of the feid A. B. decess'd and also in, to and out of the Reversiones Remainder and Remainders, Rents and Services of all and fingular the faid Premittee above mentioned, and of every Pert and Percel thereof, with the Appartenances, so: that neither the the faid E. A. nog any schen Person or Persons for her, for its her Name.

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or elaisting by: from, for under her, thall of will aconvirue or times becauter by any Ways or Means whatfoever have, claim, shallenge, idemand, or profecute any mannor of Dover, Right, Title, Writ, or Action of Dawers of easy other Estate, Right, Title, or Interest in, so, or our of the Taid Premistes, or any Part or Parcel thereof. me of and from all Dower, Right, Title, Writ and Action of Dower; and of and from all other Effers, Right, Title and Inserest in so and out of the said Premisses. and every Part thereof, the the faid R. A. and all aleiming by from erauder her shall be wrestly expluded and barred for e-Her by their Prelents. allave bargained and fold, and by their Grants of Presents do basgain and fell unso the said God morga-S.B. one Silver Tankard, or distance granted, bargained and fold, and in a similate, Methode Profess do fully freely and abloweely grant, bargain and fell unto the laid implements of Household, and all other oods whatloever mentioned and contained in the Schedule hereunto annexed, now remaining and being in a certain Messuage of Tenement, situate, &c. and now in the Tenure or Occupation of, &c. - Have given granted, bargained and fold, and by these Presents do for me, my Heirs, Executors and Administrators, give, &c. unco the said C. D. one large Diamond Ring, or and all the Right, Title, Interest, Property, Claim and Demand what soever

and Administrates of and taxablaid Disc

Grant of Timber and Coppics-Wood.

mond Rings, &c.

Hatti granted, Bargained and Ring, and by thefe Prefers doth grants. We unto the faid C.D. His Executors, Administrators and Alligns, all those Timber Trees, or other Prees now flanding and being in a certain Wood of Coppice, fittatooks, called on marked with the Letters, &c. containing in Number, &c. computed in the whole to be about, &c. Tuns. And also all the Loppings, Pops, Shreads, Limbs and Boughs of the 18th Timber Trees, or other Trees, And also all the Loppings, Pops, Shreads, Limbs and Boughs of the 18th Timber Trees, or other Trees, And also all the Loppings of the 18th Timber his Coppile Woods and Underwoods now flandling and growing it a certain Coppile, called the Timber in the Parish of, &c. containing &c. Aleres.

Aife of a Melinege, Bec.

Hath given, granted, aliened, enfected and confirmed, and by their Presents doth give, or until the faid & Dishis Heirs and Affigns, all that Meffinage buffenement fituate, &c. now in the Poffession of or and also all Ways, Waters, Paths, Puffage Eafements, Profits, Privileges, Advantage Emoluments, Hereditaments and Appurted nances whatfoever to the faid Meffuage of Tenement belonging, or ill ally wife age pertaining, or to or with the lime, or the Part thereof, as Part, Parcel! or Member thereof used or enjoyed ( which said Melinage or Tenement, and Premilles was by Indenture of Leafe and Releafe, bearing Date, or granted and conveyed to the faid A. B. his Heirs and Affigns for ever, as by the faid Conveyance may appear.) And alfo

his the Revention and Reventorian Re- " ni take? businder and Remainders; Rents and Ser. .... vices of the faid Premilles above inession d. and of every Part and Parcenothereof, with the Apportentances, and allowed the : A a hours Estate, Right, Title, Interest, Child hand Demand whatforers of him thersall A.B. estimand to the hid Pethilles above more tion'd, and of, in and to every Barranid Rancel thencoff and all Deeds: Exidences into he into and Writings transhing and conberming the "delinition" faid Premifies showe metrioned, bor any hattele, beilen, fielden ferfichen

fower lift as ...

Hath grantellidargeined and fold altoned Bargain and and confirmed wind by these Buckints, Iduth Sale of a Piece grane, ore: unto the faid. C. Du hil: Hite of Ground, &c. and Affirms for every all that Cleft on Rescol of Meddow Ground, i dominenty called, & s. containing, &u. Grancy sying dud being, or. bounded, countowhim the Possession of decinal also all Trees, Woods, Underwoods, Tenths, "Tither, Commons, Common of Palkuie, Profits, Commodifies, Advantages, Emoluments and Herethitaments what foever to the faid Olofe of Ground above mention'd belonging for any wife appointed thing, or in or apon the fance Closs, growing happening on ariting; and also the Reversion and Reversions. Romainder and Romainders, Rdnts and Services of the faid Premisfes, and of every pare thereof, and allo all the Ethous Right. Title, Interest, Claim and Demand what-Rever, of him the filld A. B. of the and to the faid Premiffes, and every past there-

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: Hath: granted, bargained and fold, and Bergein and by these Brosunts does grant, bergein and Sale or Leafe fell unto the faid C. D. all thee Mellinge or Tenements of and also all Ways, or and de Re- the Rewitton: and Revertions, Remainder and Remainders, Renes and Services of the faid Premisses above mention'd, and of every Part and Parcel thereof, with the Appentenances.

fmal Effate.

offer of Gund, Have given and granced, and by these chands, per Prefents, do give, grant and confirm unto the faid C.D. all and fingular my Goods, Chattels, Leafes, Debts, ready Money, . Plate, Jewels, Rings, Houthold-Ruff, Apparel, Liconfils, Brais, Pewter, Bedding, and all other my Substance wharfoever. moveable and immoveable, quick and dead. of what Kind, Nature and Quality forcer the same are, and in what Place or Places loever the same be, shall or may be found, as well in mine own Cultody or Polician. as in the Possession, Hauts, Power and Custody of any other Person or Persons whatfoever.

Or have given, granced, hargained, fold and confirmed, and by these Presents, do give, &v. unto the faid C.D. all and fingular my Goods and Changle whatfoever. as well reat as perforal, of what Kinds Mature and Quality or Condition forger the same are or be, and in what Place or Places foever the same shall or may be found as well in my own Cultody and Possession, as in the Hands, Custody and Possession of any other Person or Persons whatsoever.

Hath

- Hash granted, bargained and fold, at Grant and At. signed and fet-over, and by these Presents, figures, of a doth grant, &c. unto the faid C.D. all and fore, Leefe, every the Chattels, Leafes, Bonds, Mort. Buds, Mort. gages and other Estates, Terms and Inter gage, &c. rests, whereof, or wherein the said A. B. musland to either as Executor of the faid, &c. or in Schedeles. his own right, or any Person or Persons in Trust for her, are or it possessed or intorested in Law or Equity, and particularly. mention's in the Schedule herres sunered, .. . in in 100 and all the Lands. Tonements and Herodica: ..... ments in each of them leverally contained, and all Money thereby secured, and Rents hereby reserved; and all his Right, Title, Interest, Claim and Demand, in and to the same, and every of them and also all the Place, Cartle Goods and Houshold. stuff in the said Schedule hereta annoxed. mentioned.

Hath granted, remifed, released, and Release of for ever quit-claimed, and by these Pre-Right to a sent doth grant, or unto the faid C. D. Meliage and sents, doth grant, or unto the faid C. D. Meliage and his Heirs and Affigns for ever, all that Utenfile in Meffuage or Tenement, oc. and also all and rade, &c. fingular the Goods, Implements and Utenfile of Houshold and Houshold-stuff; and also the several implements and Utensils and other Things belonging to the Art or, Trade of, or now being and remaining. in the said Messuage, and particularly mention'd in the Schedule hereto annexed, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatfoever, of him the faid A.B. of, in.

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The way and to the filme Premilles, and of sin ind to every Part and Parted thereof, With the bisi effe .... Appurcehances i fo' that' noither the faid A B or his Executors of Administrators. half or may have; Glaim; Challenge, be Domand the faid Premiles, or any pare thereof, but of and from the fame, wand every part thereof, Iliais and will for ever horeafter be barred and Excluded by their ः विद्वास्त्र क · Professed

Afrenness of a part in Trade, &c.

Confent to re Buth confented and agrood, und by theff leafe Copant Presents, doch consent and agree to sever and part himfelf from the fald Trade and Dealing, together with the faid C.D. and, or in Copartnership aforesaid, and to that end and purpose he the fall A. B. for the Confideration aforefaid, doth grant, affigur and fer over unto the faid C. D. Ov all the Eltres; Right, Title, Interest, Property, Claim and Demand whatfoever, which he in the last A.B. now hath or may have, or " hould or ought to have, of, in and to all and Angular the Goods, Wares, Merchan and the dizes and Debrs, as are mentioned and exbeingil', banglist fam Accompt ballanced, ligned by the faid A B. hereto annexed. Hath conferred, concluded and agreed,

A confent to. Sip, &c.

and joining in to receive aird admit the faid C. D. to be Copariner- Coparener' with him the using, exert cifing and managing of the Art or Frade of, on which he the Hid A. B. now neth, to which end and purpose they the said.

A. B. and C. D. in Cossideration of the special Trust and Confidence which each of them repoleth in the other, Have, and by these Presents do fossithemselves to be

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Captumers operhar in the using, manage ing; and carrying by of the laid Trade of, che, with all things thereunte belonging, from the Day-of the Date of thole Prefents. for and during and unto the full End and Terms of Seven Kenrs, fully, to be compleas and ended; and for the better, Mamagament and Iransayement of the laid Copartnership, othersthe laid Copartners have deposited and put in as a common Sanck or Fund, the foveral Sums following. (that is to fay) the faid A. B. hath dapofired the 1Shm of 199 k, and the faid C. D. hack deposited the Sum of 400 l. to remain addite; as and for a common Stock or Entries (d. be: tifed) and employ'd, in, and about. She faid Copertnership, during the Continuante thereof, in manner as is horeinselicing bradenous control appointed.

Hava hade Particles, and by their Pre-Portion of fence) downske & full, perfect and applicate Lands. Pasticion of the faid Messuages Tenoments, Lands, Heroditamants and Premiller above mension d, to and amongst them should dish of the and E.F. in three Partsy in manner and form followion (abselv has di Than he' the faid A.B. his Hairs and Afficus shall have, hold and ensey to the only broper Use and Behoof of the faid A. B. Align Hairs and Allians for ever, sell that Message, ore. Stuate, de. ino the full Pere and Portion of the faid A Broof in mandational and every the Premisses there manipped to be granted to sho had while A A land & F. by the laid That that the faid G. D. his Heirs and Affigns bne

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Proferre, obtained of and from, we Lord of the Manor of, ere alorefaid, for the granting and letting the Melliage, or herein after demiled demile, of all that Messuage of mow in the Posterior of ore with all Ways, Oc. ा दह तो।

Demise of

Hath demiled, granted, and to fam letten, and by these Presents, dosh plemile, Oc. unto the faid C. D. all that the Mange h filmer Alms forwith the Riches Manuferia and Appunensuces and all phat; the Capital and All phat; the Capital are Meffuage; or Manhon-Houle, commonly chards, Gardens, Our houses, and Buildings thereunto belonging, littlete and being in. erc. and all; and fingulars the Medinages Lands, Houles, Buildings, Yards, Course, Curilages Gardens Orchands, Mills Chiales, Warrens, Closes, Lands, Tenemense, Meadows, Pastures, Feedings, Marthes, Marth-Grounds Commone and Common of Raffure, Woods, Underwoods, and o ther Heredicaments what locked to the laid Manor, of 10 %, belonging, on in any wife appetraining or reputed or taken as Part

Densife of a Survey, Liceria

or Parcel thereof, in the Path to Jenn Hath demised, granted, and to farm Perfesses letten, and by shelp Preigner doth Demile, or Parlonage of with all and ingular to make Takes of Tenthes Glebe-Lands, referred Rente, House Profits Commodities fort Advantages what forentage the growing or renewing outpour ophiculting in the laid hid Bectory Rep Parlongue or to the faid Rectory FreRectory or Parsonage, belonging, or in any wise appertaining, or therewith formerly held and enjoy'd, as Part, Parcel or Member thereof, with their and every of

their Appurtenances.

Hath demiled, granted and to farm of a will letten, and by these Presents doth demise. &c. unto the faid C. D. all that his Water-Grift Mill, called or known by the Name of, &c situate, &c now in the Tenure of, or his Affigns; and also all Toll, Cufrom and Benefit for grinding of Corn and Grain whatfoever, and all and fingular Lands, Head-Wares and Mill-Ponds, and all Milf-Pools, Mill-Dams, Banks, Pondstreams, Waters, Water-courses, Rivers, Fishings, Fishing-Places, Ways, Paths, Palfages, Eafements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances what soever to the said Mill, and other the Premisses by these Prefents demisfed and granted, or any of them, or to any Part or Parcel thereof, incident, belonging or appertaining, or to or with the same, now or at any time heretofore, let, used, occupied or enjoy'd.

Hath demised, granted, &c. unto the of a Warrand faid C. D. all that Piece of Ground or Common, in the Parish of, &c. called, &c. Warren containing about, &c. Acres, and all the Conies in the said Ground being, with the Encrease, Gains, Profits and Advantage from time to time arising, coming, growing and renewing of the said Conies in the said Ground being, and to the same Ground belonging, with full Liberty there

to

so hunt, hey, ferret and pitch Nets or other wife, for the taking and killing the fair Conies, as may be for the most Benefit and Advantage of the faid C. D. and his Afligns and in as large, ample and beneficial Manpar as the faid A. B. or any other Person or Persons heretofore have held, used, act cupied or enjoy dethe fame.

of Coal Mines. Hath demiled, &c. all, and all manner of Mines Pits and Veins of Coal, now open and known, or that may be found But by digging, finking, or otherwise, in and upon all that Close of Ground, or fituate, on gontaining, on with free Lip berty to and for the laid C. D. his Executops and Assigns, from time toy time, and at all times during the faid Terms to dig. leasch, trench and mine, in and upon the laid Ground, orc, and every part thereof. at his and their Wills and Pleasures, for the finding of Coals, and the lame la trenched, exerciand foundante; take and carry sinay, and also to drive and draw-a Level for the draining and carrying away the Water from the laid Ground, and allo to land the Coals there to be found and digged as aforefaid, and to convert the fame to his own Ule, Oc. Hath demiled, oc. unto the laid C. D.

Of Plantations .? Abroad.

all that his Share, Part, and Portion of Land, containing, or, situate, or, as the fame was lately, and now is separated and divided from other Lands now inhabited by the English Merchants and Planters, or their Assigns, and allotted unto the said A.R. for his Share of his Adventure with the 1/2

the said Company of the said Islands, and snow see, or late were in the Tenure or Occupation of, eve or his Assigns, together with see latereds. Egrels and Regress, to and for the said C. D. his Executors, Sorwants and Assigns, by and through, eve. at all convenient Times, and by all sitting and convenient Ways, so seech Water from the Springs and Rivulets thereunto adjoinant, as need shall sequire.

Hach demised, ore, unto the said C. D. Grant in bil char Meffunge and Tenement, where Under Lass. in, with the ly dwplt, and now in the Tenure or Occupation of Officiality of and all. Ways, Lights, Easements, Paver ments, Cellars, Sollars, Commodities and Appurtenances what sever to the laid Melfulge, Tenement and Premisses, belonging On in any wife appertaining, (which faid Mossing Tenement, and Premisses aforesaid, archeld by the said A.B. by Lease from T. B. of, de bearing Date, de to him and his Assigns, for the Term of, orc. or are held by the faid A.B. from T.B. of, de son the Term of, de by Indenture of Leafe, bearing Date, Or.

Hath given and granted, and by these lience grants. Reviews down give, ord, unto the said C. D. ed to demise his Executors and Administrators, full and Lease-hold free Liberty, Licence and Authority at any time during the Remainder of the said fleun, no demile, grant, hargain, sell or assign the said Messuage and Premises, with the Appaintenances, or any part there-of, no any herion or Pensons whatsoever, for any fleure or Namber of Veges, determinable

minable with the faid recited Indenture of Leafe, the Person or Persons to whom the Tame shall be assigned from time to time, yielding, paying and performing the Rents, Covenants and Agreements in the laid recited indenture contained, any thing in the faid recited Indenture to the contrary thereof, in any wife notwithstanding.

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Hath granted, bargained, fold, affigned of and fer over, and by these Presents doth grant, &l. unto the faid C. D. all that the Meffuage or Tenement, &c. above mentioned and contained in the faid recited Indenture of Leafe, with the Apputpenances, together with the faid recited Indenture of Leafe.

Hath granted, &c. unto the faid C. D. all and fingular the said Messuage, Lands. Tenements, Hereditaments and Premisses above recited, and every part and parcel thereof, with the Appurtonances, together with the said recited Indenture; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatfoever of him the faid A. B. of, in and to all and fingular the faid Premises above mention'd. and of, in and to every part and parcel thereof, with the Appurtunances (except as in and by the faid Indehture is mention d to be excepted.)

#fual.

' Hath granted, bargained, fold, affigned and fet-over, and by these Presents doth grant, &c. unto the faid C. D. his Execufors, Administrators and Affigns, all that the before recited Messuage or Tenement. Lands and Premisses, and every part and parcel

parcel thereof, with the Appurtenances; also all the Estate, Right, Title, Interest, Possession, Ferm of Years, Property, Claim and Demand whatsoever of him the said A. B. of, in and to the same Premisses, or of, in or to any Part or Parcel thereof, together with the said recited Indenture of Lease.

Hath bargained and fold, affigned and Affigurents of fet-over, and by these Presents doth bar amusica, gain, &c. unto the said C. D. the said Annuity or yearly Rent of 201. issuing outs of the said Messuage, &c. so so him granted as aforesaid, and all and every the paint and pains to be forfeited for Nonpayments of the said Annuity, or yearly Rent, and also all the Bitate, Right, Title, Interest, Claim and Demand of him the said A. Re his Executors and Administrators, of, ing and to the said Annuity and Pains aforems said, and every of them, or any part there of

Hath fold, affigned, and fee over, and musics if aby these Presents doth sell, or, unto the ing out of Funds, said C. D. his Executors, Administrators Orders, and and Assigns, the said two saveral Annuities, of 20 l. per Ann. and 20 l. per Ann. and the Talleys and Orders thereon made; and also all the Estate, Right, Title, Interest, Claim; and Demand whatsoever, of him the said A. B. of, in and to the same Annuities and either of them.

Hath granted, bargained, fold and af-grant to an figured, and by these Presents doth grant, Assument of Co. unto the said C. D. his Executors, Ad-an dennity ministrators and Assigns, the said Annuity of discrete.

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The Canbepancer's Suive, &cc.

terest, Benefit, Advantage, Claim and Demand what soever of them the said A. B. and C. D. in and to the same. And the Taid A. B. and C. D. for the Confiderations aforesaid. Have made, ordained, constituted and appointed, and by these Presents do, and either of them doth make, oc. the faid E. F. his Executors and Administrators their true and lawful Attorney and Attorneys irrevocable, giving unto him or them full Power and Authority, in the Names of the faid A. B. and C. D. their Executors and Administrators, to sue forth, commence and profecute all, and all manner of Suit and Profecutions in Law or Equity, Executions and other Process whatsoever upon the faid Judgment, for and concerning the obtaining, getting and receiving the Money therein mention'd, and thereby due and payable, and to take and receive the same Money, and the full Benefit and Advantage of all and all manner of Executions, at any time hereafter to be fued forth and profecuted upon the faid Judgment, to the only proper Use and Benefit of the said E. F. his Executors, Administrators and Assigns, without any Accompt to be therefore given or made to the faid A. B. and C. D. or either of them, their or either of their Executors or, Administrators; and upon Receipt or Satisfaction of the Money due on the faid recited Judgment, the faid E. F. his Executors, Administrators or Assigns, are hereby authorized to give Discharges for the same, and to cause the said Judgment to be vacated and

made void, and generally to do and perform all and every other Act and Acts. Thing and Things necessary and expedient to be done for the obtaining, getting and receiving the Money due and payable by the said Judgment, as to the said E. F. his Executors, Administrators and Assigns, shall be thought expedient, and whatfoever the faid E. F. his Executors, Administrators or Assigns, shall lawfully do or cause to be done in the said Premisses, the said A.B. and C. D. their Executors, Administrators and Assigns, shall and will ratify, allow and confirm.

Hath granted, bargained, fold, affigned affigurent of and let-over, and by these Presents doth a Bond and grant, &c. unto the faid C. D. his Execu- Judgment, &c. tors. Administrators and Affigns, the said recited Indenture, and all and fingular the Messuages, Tenements, Lands and Premiffes thereby granted, with their and every of their Appurtenances, and every Part and Parcel thereof; and also the said recited Judgment of, &c. and the Sum and Sums of Money, Profit, Benefit and Advantage what soever, that now is, or hereafter shall be obtained or gotten, by reason or means of the same Judgment, or of any Execution or Extent thereof, or thereupon to be had, fued, executed or obtained; and also the said recited Obligation, and the Sum and Sums of Money therein mention'd: and also all the Estate, Right, Title, Interest, Term of Years to come, and unexpired, Property, Profit, Benefit, Advantage, Claim and Demand whatfoever of

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of him the said A. B. of in or to the same Premisses, or any of them, or any part or parcel thereof.

Of a Statute.

Haith affigued and let-over, and by thele Preferris doth affigue & ... unto the laid C. D. his Executors, Administrators and Affigues, the laid recited Recognizance or Statute Staple, and the Money therein mentioned, and thereby due and payable, and all his Estate, Right and Interest therein and thereunto, and all the Benefit and Advantage that many be lawfully had, obtained or gotten, for or by realon or means thereof.

Allignment of Lands ex endeat for Dist.

Hath, by and with the like Consent and Agreement of the said C. D. testified as aforesaid, granted, bargained sold, assigned and let-over, and by these Presents doth grant, &c. unto the said E. F. all and singular the said Messuages and Premisses above recited to be to him delivered in extent as assoresaid, and every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said A. B. of, in and to the said Premisses, and of, in and to every part and parcel thereof, with the Appurtenances.

Affigument by Commissioners of Bankrupt.

Have ordered, alligned and set-over, and by these Presents do as much as in them the said Commissioners lies, and they lawfully may, order, assign and set-over unto the said C. D. the before mention d Goods. Wares, Merchandizes, Houshold-stuff and Implements of Houshold, Bedding, Linnen, Brass,

Brass, Pewter, and other Commodities in the faid Schedule mention'd; and every part and parcel thereoff and all other Goods. Wares and Merchandizes belonging to the faid in B. or his listate, at the time when or fince he became a Bankrupt, as affire laid and allo all the Debts, Sumi and Some of Moheymention'd'shd expressed in the fall Schedule annexed and all other Debis at the sime of the faid. A. Bu becoming it Banksups as mosefaid; or any time fince due end owing unto the faid A B. by or from the Perfors therein named as Debtorsi or any other Person or Persons whatforver.

S Pikali Truesers.

Hath bargained, fold, affigured and fet Affigument of over; and by thele Presents doth bargain, Debre due by Ger unto the fald C.D. the feveral Debty Bond, Murigain who Schedule hereunto annoxed, exist, &c. pressed; and all other the Debts due and owing to the Estares of the said, be and all and every Bonds, Mortgages and Sev curities, Terms of Years, Interests and Estates concerning or idlating to, or taken for the lame, 1) Inn in the ... Hath accopied and by these Presents accorance

doth accept of the laid Allignment hereby an Assument made with him as aforefaid, in full Sariff Lands faction of all, and whatfoever he dorn or full of what a may Claim or Demand to have by virtue by the Will of of the Last Will and Testament of the mother Perfon, faid etc. And hath remised and released and Release to and by these Presents duth remise and the Encour, release unto the faid C. Di. Executor as occ. aforesaid, and to the Executors and Administrators of the said, &c. all Legacies,

Sum and Sums of Money, Actions, Suits, Accompts and Demands which he the faird A. B. hath or may have against him the faid C. D. Executor as aforefaid, or the Executors or Administrators of the faid, &c.

A Ribest to Trustess.

Hath released, and by these Presents doth release unto the said C. D. and E. F. all Trufts in them reposed, in and by the faid recited Indenture, and all Covenants and Agreements therein contained on the Part and Behalf of them the said C. D. and E. F. or any or either of them, to be performed, and all Actions, Suits and Demands which he the faid A. B. his Executors or Administrators, have, hath, or may have, either in Law or Equity against them. the faid C. D. and E. F. or either of them. their or either of their Executors or Administrators, upon or by reason of the said, Trusts, Covenants and Agreements, or any or either of them, or any ways touching or concerning the same.

'Assignment of a Term by Trustees.

Have affigured and set-over, and by these Presents do, and each and every of them doth affigured and set-over unto the said C. D. all and singular the said Messuage, Tenement, Hereditaments and Premisses above mentioned to have been granted to them the said E. F. G. H. and J. K. in and by the said recited Indenture, and every part and parcel thereof; and all the Estate, Right, Title, Interest, Term of Years to come, Claim and Demand whatsoever of them the E. F. &c. in, to or out of the said:

faid Premisses, and every or any part or parcel thereof, by force of the said recited Indenture, or by any other Ways or Means whatfoever, together with the fame recited Indenture.

- Hath bargained and fold, assigned and Affgument of let-over, and by these Presents doth bar-Lands held by gain, Oc. unto the said E. F. all and sin-Ghattel-Leafe gular the said Messuage, Lands, Tene-tim theres. ments, Hereditaments and Premises, in and by the faid recited Indenture granted, and every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand what soever of him the faid C. D. of, in and to the same Premisses, and of, in and to every part and parcel thereof, with the Appurtenances, together with the faid first recited Indenture. Cafter the Habendum and Covenant for peaceable Enjoyment from A. B.) Hath granted, bargained and fold, released, ratified and confirmed, and by these Presents doth grant, &c. unto the said E. F. all and fingular the faid Premisses above mention'd to be hereby assigned, and every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the faid A. B. of, in and to the same Premisses, and of, in and to every part and parcel thereof, with the Appurtenances.

Hath

Term of 1000 Tiers.

Affigument of -o Hath granted, bergalned, folds affigued Lands held for Bod fee over and by these Persons doch grant, ore unto the faid C. D. all and fine Eslac the faid Meffuage or Tenement, Horeditaments and Premisses above-mensioned to summative and drary Partiand Parcel shareoff what the et L'anis interpression d'appurtentant le l'anis de l'appurtent de la fig.

tion ther. of

Tracilities Ragings Tisles Intendity (Term: of Years) Claim and Demand whatforer, as welking Rough in Law, of him the laid A. B. of in and to the faid Prensilles above memin aned, and of, in and sp. every Pars and Paroclithereof with the Appurtenances of

Ratification for all a Man's Efate and Intereft.

Hath as much as in him lieth granted asi sifed and confirmed all and lingular the Premisses beerby: granted; and, demised, in mentioned or intended to to be, unto the faid C. D. to hold unto the faid C. Darkis Executors: Adminificators and Alligue, for all: the Term and Invertit which be the faid A: A! hathor claimeth sheroto.

Grant in a Mortgage of Talleys, Orders and Aumuities isuing out of the Exchequer.

.. Hath granted, affigued and let overs and by these Prosents dook grants the junto the faid G. D. his Executors, Administrators, and Affigues, the said three feveral Talleys, Oan ders and Annuities, and Sums of Money payable by Victue of the faid Talleys and Orders, and every of them; and all the Right, Thie Interest, Benefit, Property. Claim and Demand of him the fald of L of, in and to the fame. ...

A Grant of Merehandizes shipped on beard a Ship. and emfigned and an Affign. ment of Notes ef infurance.

. Hath graphed, bargained and fold and by these Presents doth grapt, orce unto the faid C. D. all such Wares, Goods and Mark chandizes lately shipped on board the good to the Master, Ship, called, Oc. E. F. Master, bound for, &c. on the proper Account and Risque of the

## The Conveyence signification

the faid A. B. and configned to the faid E. F. all which Goods land Metchandizes are mentioned and expressed in a cortain Invoice or Paper bearing Date declass past, as may appear a and also all the Produce, Profine Proceeds and Returns thereof, and all the Right and Interest of the faid A. B. of, in or to the said Premisses, or any Pare thereof. And the faid M. R. for the Confiderations aforesaid, hath affigned and fer over, and by these Presents doth affign, &c. unto the faid G. Dohis Executors, Administrators and Assen, the faid two feveral Noves of Infirence above mentioned, and all Benefit and Advantage of them, and either of them, and all Money to be recovered on them, enteither of

them. Hath demiled, granted, bargained and Gran in a fold, and by these Presents dark details, 621 Moregage by unto the daid C. D. all that Meffnages, firk from Term of Tears. ate lying and being de and also de and also all Ways & and also the Reversion and Rei versions, Remainder and Remainders Rents and Services of all and fingular she faid Premisses above-mentioned, and of overv Part, and Parcel thereof, with the Amour-

repaires areas but endually endals in in Alath granted bargained and dold and Grant in a by these Presents down grant, or a most the Mergage of fair C.D. all these Mollings or Tonoment! Lands for Cadinates Canand who the Reveiling and Reventions, Remainders and Remainders. Repres and Services of the Said Dremilles and officerary Par and Sarcel thansoft with:

the Annuitenances.

N Trage of . 78 . 18c M

Mour, &c. for a Term of Trars.

Have, and every and either of them hath, Marigage of a granted, bargained and fold, and by these Presents do and every and either of them doth grant, &c. unto the faid C. D. all that the Manor or Lordship of &c. in the County of, &c. with the Rights, Members and Appurtenances thereof; and all Lands, Tenements, Pastures, Woods, Commons, Courts, Reliefs, Heriots, Escheats, Fishings, Roialties, Privileges and Hereditaments whatfoever to the faid Manor or Lordship, or any Part thereof belonging or appertaining, or accepted, reputed, or known as Part, Parcel or Member thereof; and also all other the Lands, Tenements and Hereditaments of them the said, &c, fituate, lying and being in the Parish of, &c. with their and every of their Appurtenances; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and fingular the Manor, Lordship and Premisses above mentioned, and of every Part and Parcel thereof, with the Appurtenances.

Grant in a Mortgage of Several Mamers, Rettories, Tithes, &cc.

Hath granted, bargained and fold, and by these Presents doth grant, & a unto the faid C. D. all those the several Manors or Lordships, &c. with their and every of their Rights, Members and Appurtenances, and all and fingular Messuages, Houses, Out-houses, Edifices, Buildings, Barns, Stables, Yards, Backfides, Orchards, Gardens, Lands, Tenements, Méadows, Leawfows, Pastures, Feedings, Rectories, Tithes, Ways,, Wastes, Waste Grounds, Commons, Common of Pasture, Moors, Marshes, Woods, Under-

Underwoods, Wood Grounds, Waters, Water-courses, Pands, Pools, Liberties, Fishings, Fines, Amerciaments, Courts-Leet, Courts-Baron, View of Frankpledge, and all that to siels of Frankpledge dorn belong, Rents, Services, Perquisites and Profits of Courts. and Leers, Waifs, Estrays, Goods and Charrels of Felons and Fugitives, Customs, Rights, Jurisdictions, Privileges, Profits, Commodicies, Advantages, Emoluments and Hereditaments whatfoever to the faid feverai Manors and Lordhips, or any or either of them, or any Part or Pascel of them, or either of them belonging, or in any wife apportaining; or therewithal at any time heretofore held, used, accupied or enjoyed, or accepted, reputed, deemed, and taken as Patt, Parcel, or Member of the faid Manors or Londships, on any or either of them; and also the Reversion and Reverfions, Remainder and Remainders, Rents, Issues and Profits of all and singular the faid Premisses, and every Part and Parcel thereof.

Hath granted, bergained and fold, af- Grant in figured, released and confirmed, and by Morigage of a thefe Presents dothygrant, Oc. unto the faid Present or ine.) all that the Brebend and Parsonage all Fines, Heof, ore with all and all manner, of House, ee, &c. for . Edifices, Tiehes, Commodities and Profits, Liver. Lands, Tenements, Rents, Meadows, Pafluses and Heredicaments; and also all Suits, Services, Fines, Heriots, Reversions, Profits of Courts, with all and fingular the Appurremances to the faid Prebend and Parlonage belonge

ments what foever, in the feveral Counties of, or or gay, or either of them, or elfewhere, which were devised to him for the faid Term of, &a by the faid last Will and Testament of the said, or deceas'd, as aforesaid; and also the Reversion and Reversions, Remainder and Remainders, Renes and Services of all and fingular the faid Messuages Lands and Premisses abovementioned, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatforver of him the faid A. B. of, in and to the faid Messinger Lands and Premisses abovementioned, and of, in, and to every Past and Parcel thereof, with the Appurtenances.

large and am-

Hath granted, bargained and fold. Or. Mortgage of a to the faid C. D. all that gapital Messuage, Farm, &c. for Tenement or Farm commonly called and Term, in at known, &c. together with all Lands, &c. plemanner, &cc. thereunto belonging, or therewith used, occupied and enjoyed, containing by Effimation, or, or thereabouts (be the same more or less.) with the Appurtenances lying and being, O. in as large and ample manner and form as, o'c deceas'd, purchaled the same of and from A. B. Gent. or as he the faid A. B. now holds the fame by Leafe, granted to him by the faid, or. in his Life-time; and also the Reversion and Reversions, Remainder and Remainders. Rense and Services of all and fingular the faid Premiss above mentioned, and of cvery Part and Parcel thereof, with the Ap-Purtenances.

Hath granted, bargained, fold, aliened, Francis a released and confirmed, and by their Pre-Margage in fents doth grant, &c. unto the faith C. D. Ree of a Ca-(in his actual Possession now being, by Vir- see, &c. tue of a Bargain and Sale to him thereof made by the faid A. B. by Indenture, bear-'! ing Date the Day next before the Day of 3 the Date of these Presents, for the Term of one whole Year, and by force of the Statute for transferring of Ules into Poffeffion, and to his Heirs and Affigus) all that capital Messuage or Tenement, with the Appurtenances called, &c. with all Houses, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Farms, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Woods, Underwoods and Soil of Woods, Fishings, Ways, Waters, Water-courses, Streams, Wears, Commons, Profits, Emoluments, and other Hereditaments what soever to the said Messuage or Tenement belonging, or in any wife appertaining, or therewith used, held or enjoyed, or reputed, taken or known as Part, Parcel, or Member thereof. or Appurtenant thereunto, situate, lying and being in, &c. and containing by Estimation 200 Acres, more or less, and late in the Tenure or Occupation of &c. his Affigns or Undertenants, and now in the Teture or Occupation of the said A. B. his Affigus or Undertenants; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and fingular the said Premisses above-mentioned, and of every Part and Parcel thereof. with the Appurenances; and also all the

Estate, Right, Title, Interest, Glaim and Demand whatsoever of him the said A. Brof, in or to the said Premisses, and of, in and to every Part and Parcel thereof, with the Apputtenances; and also all Deeds, Evidences and Writings touching or concerning the said Premisses, or any Part thereof, now in the Custody or Possession of him the said A. B. or which he can or may get or come by without Suit in Law.

Grant in an alfignment of a Morigage and Ratification of a Term.

Hath bargained and fold, affigned and fet over, and by these Presents doth bargain, erc. unto the said C. D. all and singua lar the faid Manors, Meffuages, Lands, Te-1 noments. Heredicaments and Premisses 2bove-mentioned to be granted in and bythe faid recited Indenture, with their and! every of their Appurcanances, cogether with the faid recited Indenture; and alfoall the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatfoever, as well in Equity as in Law of him the faid. A. B. of, in and to the faid Manors and Premisses, and of, in and to every Part and Parcel thereof, with the Appurtenances, (after the Habendum, covenant that the Mortgagee hath not incumbred; and this Indenture further Witneffeth, &c.) hath granted, bargained and fold, released, ratified and confirmed, and by these Presents doth grant, &c. unto the faid C. D. all and fingular the faid Manors, Messuages, Lands, Tenements, Hereditaments and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Titles Interest, Claim

Claim and Demand whatfoever, as well?n Equity as in Law, of him the faid 7.2. of. in and to the faid Manors and Premisses, and of, in and to every or any Part and Pareel thereof, with the Appurtenances:

.. Harh bargained and fold, affigned and Author Grant fer over, and by thefe Prefents doth bat- of the like No. egain, & c. unto the faid C. D. all and dinga-

Tai the Mid Mellifage and Premisses above mentioned to be granted and affigued in whe fecond recited Indentire made from the faid, be nto the faid. We and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right Tirle, Interest, Term of Years, Glaith and Demand what loever, as well in Equity las in Law, of him the faid A. Buof, in and to the faid Premisses, and of, the and to every Part and Parcel thereof, with the Appurtenances, together with the fait fecond recited Indenture; and all other Deeds and Writings relating to the laid Premilles now in his Custody of Possession, &c.

Hath granted, bargained and fold, redeafed, ratified and confirmed, & all and fingular the faid Messuage and Premisses above-mentioned, and every Part and Parcel chereof, with the Appurtehances; and allo all the Estates & c.

Hath reitiiled and released, and by these Grant in an Presents doth remise and resease unto the affirment of a faid C.D. fils Executors, Administrators and Mortgage by Affigns, the Proviso or Condition in the Release of Paid recited Indenture contained, and all Affignment and Benefit and Equity of Redemption of the Confirmation, And Premisses, by Virtue or Colour thereof, &c.

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or otherwise howsoever; and also all Gowengers, Clauses and Agreements in the same Indenture contained, which on the Part and Behalf of the said C. D. were to have been, or are, or ought to be observed. And this Indenture further Witnesseth, &c. hath, bargained and fold, affigned and fat over, and by these Presents doth bargain. Oe, unto the laid E. F. all and fingular the laid Messuages, Lands, Tenements, Hereditaments, and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, and also all the Estate, Right, Tide, Interest, Term of Years, Claim and Demand whatfoever, as well in Equity as in Law, of him the laid C.D. of, in and to the faid Premisses above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurceauces, together with the faid recited Indepture, and all other Deeds and Writings relating to the said Premisses now in in his Custody or Possession. To hold, or And this indenture also further Witnesseth, &c. hath granted, bargained and fold, released, ratified and confirmed, and by these Prelents doth grant, oc. unto the laid E. R. all and fingular the faid Meffuages, Lands, Tenements, Hereditaments and Premisses showe mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest. Term of Years, Claim and Demand what foeyer of him the faid A. B. of, in and to the faid Premilles above mentioned, and nd Hammelt for O.D. a. . The graph time of 📆

of, in and to every Part and Parcel there-

of, with the Appurtenances...

Hath remised and released Oc. unto the duther more Taid C. D. his Executors and Administrators, emeife. the Proviso or Condition in the said last recited Indenture contained, and all Benefit and Equity of Redemption of the faid Premisses, &c. at supra; and this Indenture further Witnesseth, &c. hath bargained and fold, affigned and for over, Oc. and the faid A. B. for the Confiderations aforesaid. and, &c. to him in Hand paid by the said E. F. hath ratified and confirmed unto the said E. F. all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses above-mentioned, and every Part " and Parcel thereof, with the Appurtenances; and also the Reversion and Reversions, Remainder and Remainders, Kents and Services thereof, and of every Part and Parcel thereof, together with the faid feyeral recised Indentures, and also all the Estate, &c.

Have granted, ratified and confirmed, Confirmation and by these Presents do for them and their of Lands and Heirs grant, ratify and confirm unto the Release of a said G. D. his Heirs and Assigns, the said Provise, sec. Messuage or Tenement, and all and singular other the Premisses, and every Part and Parcel thereof, with the Appurtenances in the said recited Indanture of Release mentioned; and also the said A. B. and E. his Wife, have remised, released, and for ever quire claimed, and by these Presents do remise, or a unto the said G. D. his Heirs and Assigns, and every of them, the said Provise or Condition in the said recited Indense

ture of Release mentioned and contained and all Right and Power of Redemption of the faid Meffuage or Tenement, and Premisses which they the said A: B. and E. his Wife have, or either of them hath, or can or may have or claim either in Law or Equity, by Virtue of the said Proviso or Condition; and also all the Estate, Right, Title, Interest, Claim and Demand what? foever of them the faid A. B. and E. his Wife, of, in or to the faid Meffuage or Tenement and Premisses, and of, in and to every or any Part or Parcel thereof, with their and every of their Appurtenances.

of an Affign-Mortgage and Boud, &cc.

Hath granted, bargained, fold, assigned an Affigument and set over, &c. unto the said C. D. his Executors, Administrators and Assigns, the faid recited Indenture of Mortgage, and the said Sum of, &c. thereby secured. and all the Estate, Right, Title, Interest, Trust, Term of Years, Claim and Demand whatfoever both in Law and Equity, or other-1 wise howsoever, which he said A. B. in his own Right hath or can or may claim, challenge or demand of, in or to the laid Mortgaged Premisses, or of, in or to file faid Sum of, &c. to due and owing to the faid, &c. as fully, amply and effectually to. all Intents. Constructions, and Purpoles whatfoever, as he the faid A.B. might or could have or claim the fame, by Vittue of the faid recited Mortgage and Affigument, or otherwise howsoever; and this indenture further Witnesseth, &c. harh alligned. transferred and let over, and by these Pre-A his

his Executors: Administrators and Assigns. to and for his and their own proper Use and Behoof, the faid recited Bond or Obligation made by the said, on to the faid A. B. and all and every Sum and Sums of Money thereby due, or to be thus and owing, or to be had and recovered thereupon; and for the better enabling the faid Later of di-C. D. his Executors and Administrators to recover and receive the same, he the said A. B. doth hereby make, ordain, constitute and appoint the faid C. D. his Executors and Administrators, his true and lawful Attorneys in the Name of him the faid A. B. his Executors or Administrators, and in the Name or Names of the said Executors of the said, Oc. (but to and for the only proper Use and Behoof of him the faid C. D. his Executors, Administrators and Assigns) to ask, demand, sue for, necover, levy and receive of and from the faid. 62. his Heirs, Executors, or Administrators. or any of them; or any of his or their Trufitees for the Payment of any Lands or Tenaments conveyed to such Trustees for the Payment of the Debts of the faid. Oc. or any other Persons whatfoever liable to the Payment of the said Debt, all such Sum for Sums of Money as shall be due or payable or to be had or recovered, by Virtue of the faid recited Bond or Obligation, and to take all lawful Ways and Means for Repovery thereof; and Acquittances and other sufficient Discharges for the same, or any Part thereof, in the Name of him the Said A. B. his Executors or Administrators. or in the Name or Names of the said, &c.

-1: 5.7 Sec. 350 \$

## The Conversative's Onice, &c.

or of the Executors or Administrators of . the said. or to make, seal and deliver, and to do and execute all and every fuch lawful Act and Acts whatfoever concerning the Premisses as fully in every respect as he the faid A. B. his Executors or Administrators. or the faid, &c. his Executors or Admini-Arators, or the Executors or Administrators of the faid, &c. might or could do, if

berlonally prefent.

Grant in a Allegument of Part of & Mortgage, Right to the Mortenge-Momey, and Benefit of the (sid Mortgøge, &cc.

Hath granted, bargained and fold, affigned and fet over, and by these Presents doth gram, &c. unto the faid C. D. his Executors. Administrators and Assigns the said too & fecured to the faid A. B. in and by the faid recited Indenture above-mentioned, and the full Benefit and Effect of the faid Mortgage, and other Security for the fame: and also all the Estate, Right, Title, Incerest, Trast, Term of Years, Claim and Demand whatfoever, both in Law and Equiry; or otherwise howsoever, which he the faid A. B. hath, or can or may claim, challenge or demand, of, in or to the faid Sum of 100 L due and owing to the faid, c. on the faid Mortgage to the said, &s. in Trust as aforesaid, as fully, amply and effectually, to all Intents, Constructions and Purpoles whatfoever, as he the faid A. B! might or could have or claim the fame, by Virtue of the faid recited Indenture of Mortgage and the Declaration of Truft, or other Security last above recited, or otherwise howsoever; and for the bettor enabling the faid C. D. his Executors and Administrators, to recover and receive

Letter Attorney.

## The Conveyancei's Eiffe. de.

the faid 100 l. with the Interest thereof, he the faid A. B. doth hereby make, ordain, constitute and appoint the faid C. D. his Executors and Administrators, his true and lawful Attorneys irrevocable, in the Name of the said A. B. or in the Names of the faid, or or either of them, their or either of their Executors or Administrators ( but to and for the only proper Use and Benefit of the faid C. D. his Executors, Adminifirators and Assigns) to ask, dehialid, fue for, recover and receive of and from the faid, &c. his Heirs, Executors or Admini-Aracors, the faid Sum of 100 di with all Interests from henceforth to grow due therefore, and payable, or to be had or recovered by Virtue of the said recited Mortgage and Declaration of Trust, and to take all lawful Ways and Means for Recovery thereof and on Receipt thereof Acquittances, and other fufficient Discharges for the same. or any Part thereof, in the Name of him the faid A. B. his Executors or Administrators to make, feal and deliver, and fo to do and execute all and every fuch lawful Act and Acts whatfoever concerning the Premisses, as fully in every respect as he the faid A. B. his Executors or Administrators might or could do, if personally preænt.

Hath granted, bargained and fold, re- A Bargain leafed, ratified and confirmed, and by and sale, Refaid C. D. all and fingular the faid Meffu-firmation of a age of Tenement, &c. and affor the Rever-Term at a Sefion and Reversions, Remainder and Re- sey sorres'd. mainders,

mainders, Rents and Services thereof, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate. Right, Title, Interest, Claim and Demand whatfoever of him the faid A. B. of, in and to the same Premisses; and of, in and to every; or, any. Part or Paroel; thereof, with the Appurtenances. 110...

Assignment of attend the Fee.

Hath bargained, fold, affigned and fee over, and by these Presents doth bargain. a Merigage to Orc. unto the faid E. F. and G. H.: (by the Nomination and Appointment of the faid C. D.) all and singular the faid Messuage or Tenement, Land, and Premisses above mentioned and every Part and Parcel thereof, with the Appurtenances ; and alt so all the Estate, Right, Title, Interest, Claim and Demand whatfoever of him the faid A.B. of, in and to the faid Premisses! and of, in and to every Past and Parcel 

Grant in a Release of Equity of Redesuption of Lands mortgaged.

Hath granted, bargained and fold, released, ratified and configmed, and by these Presents doth grant, Ge unto the said C. D. all and singular the said Messitage, Tenements, Heraditaments and Pramisses above recited to have been graced to the said A. B. and every Part and Parcel thereof, with the Appurtenances and also the Reversion and Reversions, Remainds er and Remainders, Reass and Services thereof, and of every Part and Parcel therei of, with the Appurtenances; and also all the Estate, Right, Title, Claim and Demand whatfoever, as well in Equity as in Law, of him the faid A. B. of, in and to , tho

## EDE CARDEPANGE & GUIDE, & .

the faid, Messuage and Premisses, and of ing and to every Part and Parcel thereof

with the Appurtenances.

Hath remised, released and for ever quit, Release of all a claimed, and by these Presents doth for Man's Right him and his Heirs, fully, clearly and ab. Londs. solutely remise, release, and for ever quitclaim unto the faid C. D., and to his Heirs and Assigns for ever, all the Estate, Right, Title, Interest, Claim and Demand whatfoever of him the faid A B. of, in or to all that Messuage, &c. situate, &c. by any Ways or Means whatfoever.

(Or thus) Hath granted, remised, released, and for ever quit-claimed, and by these Presents doth grant, &c. to the said, ... we C. D. his Heirs and Affigns for ever, all his Estate, Right, Title, Interest, Claim and Demand whatfoever, of, in, to or, our of the laid several and respective Messuages, Lands, Tenements and Hereditaments, before mentioned, or any Part or Parts thereof, and of, in and to all and fingular other the Melinages, Lands, Tenements and Hereditaments, whereof or wherein he the faid, cro. died feised of any Estate of Inheritance or Freehold, and of, in and to the Rents, Reversions, Remainders and Services thereof, and of all Deeds, Evidences and Writings, of or concerning the same or any of them.

Hath granted released and confirmed, Grant in a and by these Presents doth grant, & c., un-Reliase of to the faid C. D. in his actual Possession, Londo given how being by virtue of a Bargain and Sale made by the to him thereof, made for one Year, by In- Trafees. thoreof; denture,

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denture, bearing Date the Day next before the Day of the Date of these Presents. and by force of the Statute for transferring of Ules into Possession, and to his Heirs and Affigns, all and fingular the faid Meffuages, Lands, Tenements, Heredicaments and Premisses, with the Appurtenances by the fald recited Will bequeathed unto the faid A. B. and the Reversion and Reversions. Remainder and Remainders thereof, and of every part thereof, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatfoever of him the faid A. B. of, in or to the faid hereby granted Premisses, or any part thereof. ٠, ز٠ . Hath granted, bargained and fold, she

Release and ned, released and confirmed, and by thele

Confirmation Presents dorh fully, freely and absolutely Man and his grant, &c, unto the faid C. D. (in his actual Heirs for over. Policeffion now being of the Close of Ground and Premisses herein-after mention'd, by virtue of a bargain and fale to him thereof made for one whole Year by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and by force of the Statute for transferring of Ules into Possession) and to his Heirs and Asfigns for ever, all that Close or piece or Parcel of Ground, &c. situate, &t. and alfo all Trees, Woods, Underwoods, Ways, Waters, Water-courfes, Commons, Profits, Commodities, Emoluments and Hereditaments whatfoever to the faid Close of Ground above mentioned, belonging or in any wife appertaining, or accepted, reputed, taken or known, as Part, Parcel or Member thereof:

thereof; and also the Reversion and Reverfions, Remainder and Remainders, Rents and Services of the faid Premisses above mentioned, and of every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatfoever, as well in Equity as in Law, of him the said A. B. of, in and to the said Premisses above mention'd, and of, in and to every part and parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings, touching or concerning the faid Premisses above mention'd only, or only any part thereof, together with true Copies of all other Deeds, Evidences and Writings which do concern the faid Premisses above mention'd, jointly with any other Lands, Tenements or Hereditaments, now in the Cuflody or Possession of him the said A. B. or which he can or may get or come by, without Suit in Law, the same Copies to be made and written at the Request, Costs: and Charges of the faid C. D. his Heirs and Affigns.

Hath granted, bargained, fold, aliened, Grant in a enfeoffed, released, conveyed and confir-Release and med, and by these Presents doth fully, Conveyance of freely and absolutely grant, &c. unto the and recital said C. D. (in his actual Possession now bent derived being, Oc.) and to his Heirs and Assigns down to the for ever, all that Messuage or Tene-Granter. ment, &c. situate, &c. And also all Ways. Waters, Paths, Passages, Easements, Profits, Privileges, Advantages, Emoluments, Hereditaments and Appurtenances whatfoover

to the faid: Messuage or Tenement belonging or in any wife appertaining, or to or. with the same, or any part thereof, as part, parcel or Member thereof, used or enjoy'd (which faid Messuage or Tenement and Premisses were formerly the Messuage, &c. of oc. and fince of, oc and by him the faid, &c. by Indenture of Leafe and Release, bearing Date, & c. granted and convey'd. to the faid A. B. his Heirs and Assigns for ever, under and subject to the yearly Rent of, Oc. as by the faid Conveyance may appear) and also the Reversion and Re-: versions, Remainder and Remainders, Rents and Services of all and fingular the faid. Premisses above mentioned, and of every: part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand what. foever, as well in Equity as in Law, of him the faid A. B. of, in and to the faid. Premisses above mentioned, and of, in and to every part and parcel thereof, with the Appurtenances, and all Deeds, Evidences. and Writings, touching or concerning the na faid Premisses above mention'd only, or wonly any part thereof.

AGRANT IN a Have, and every and either of them hath.

Release and granted, bargained and sold, aliened, reconfirmation leased and confirmed, and by these Premede by two sents do, and every and either of them
Person.

doth fully, freely and absolutely grant, &c.

unto the said C. D. (in his actual Possession,
now being, &c.) and to his Heirs, and

Assigns for ever, all and singular the said

Messuages, Tenements, Heredizaments and

Premisses

Premisses above mentioned; with theh: and every of their Appurtenances, and also the Reversion and Reversions Remainder and Remainders, Rents and Services of their faid Premisses, and of every bare and! parcel thereof, with the Appurtenances and also all the Estate, Right, Title, Interest. Claim and Demand whatsoever, as well in Equity as in Law, of them the faid A. B. and E. B. of, in and to the same Premisses, and of, in and to every part and parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings touching or concerning the faid. Premisses above mentioned, or any part thereof, now in the Custody or Possession of them the faid A. B. and E. B. or either of them, or which they or either of them can or may get or come by, without Suit in Law!

Hathugeanted, bargained and fold, alle Grow in & ned, released and confirmed, and by these Release of two Preferred does grant. Orec unito the faid feveral Messa-C. D. (In his actual Possession, now being, and Woods, Sec. Co. ) and to his Heirs and Affigure for every and all other all that Message or Tenement, commonly Lands, &c. called or known by the Name of a cowith the Rights, Members and Appurcoances thereof, situate, &c. and all Houses, Edifices, Buildings, Orchards, Gardens, Lands, & Meadows, Commons, Pallures, Feedings, Woods, Underwoods, Ways, Paths, IMaters, Water-courfes, Eafements, Profes, Commodities, Advantages, Bmoluments: and Hereditaments whatfoever to the faid ' Messuage or Tenement belonging or in ánỳ M 2

any wife appertaining, or which now are, or formerly have been accepted, reputed. taken, known, used, occupied or enjoyed, to or with the fame, or as Part, Parcel or Member thereof, or of any Part thereof, fituate, &c. aforesaid; and also all those two Pieces or Parcels of Land with their Appurtenances, called, &c. and also all that other Messuage or Tenement. with the Appurtenances, commonly called or known by the Name of, &c. situate, &c. And all Houses, Edifices, Buildings, &c. (see supra) and also all that Grove of Wood. or Wood Ground, with the Appurtenances, called, &c. and also all that Pasture commonly called, &c. containing, &c. and alfo all and fingular Houses, Out-houses, Edifices, Buildings, Gardens, Orchards, Backsides, Commons, Ways, Paths, Waters, Water-courses, Royalties, Woods, Underwoods and Trees, and the Ground and Soil of the same Woods, Underwoods and Trees, Profits, Commodities, Emoluments and Hereditaments whethever to the faid Promisses, or any part thereof, belonging or in any wife appertaining; and also all other the Meffusges, Lands, Tenements and Hereditaments whetfoever of him the same A. B. situate, lying and being in, &c. aforesaid, in the said County of, &v. and also the Reversion and Reversions, Remainder and Romainders, Repts and Services of all and fingular the faid Pramisses above mentioned, and every Part, and Parcel thereof, with the Appurtenances; and also all the Estate. Right, Ticle, Inserest, Claim and Demand what-

whatfoever of him the faid A. B. of, in and to all and singular the said Premisses above mentioned, and of, in and to every Part and Parcel thereof with the Appurtenances, and also all Deeds, Or.

Hath granted, bargained and fold, allen-Grand in a ed, released and confirmed, &c. unto the Reliase of a said C. D. (in his actual Possession, &c.) and Mannes, Lands, to his Heirs and Affigns for ever, all that are the third part (in three parts to be divided) of one hundred Acres of Pasture-Ground, lying, &c. called, &c. the said third part to begin and be taken at and from the Eastend of the faid Ground, and fo to extend towards the West-end, until the same third part of the faid 100 Acres be made up compleat; and also all that the said A. B's third part, in three equal parts to be divided, of and in all those the Manors of, Oc. and Farms called, &c. situate, &c. with the Rights, Members and Appartenances, and all Messuages, Houses, &c. Ways, Waters, &c. and also the Reversion and Reversions, &c. and also all the Estate, &c.

Hath granted, bargained and fold, re-Grant in a leafed and confirmed, and by these Presents, the Use of a doth grant, &c. unto the faid C. D. and Rewery, by E. F. (in their actual Possession now being Release. of the Messuages, Closes, Lands and Hereditaments herein-after mentioned by virtue of a bargain and fale to them thereof made for one whole Year, by Indenture, bearing Date the Day next before the Day of the Date hereof, and by force of the Statute for transferring of Uses into Possession) and to their Heirs and Affigns for ever, all

that Messuage or Tenement, &c. and all Ways, co. and all Rents, Reversions, Remainders and Services thereof, or incident thereunto, and also all the Estate. &c.

leafe.

Hath granted, aliened, released and Marrians confirmed, and by these Presents, doth tlement of A grant, &c. unto the faid C, D. and E.E. (in their actual Possession now being, On) Leafe and Re, and to their Heirs, all that Messinge, Ter mement or Farm, and all Arable Lands, Meadow and Pasture Grounds thereunto belonging, or in any wife appertaining, and therewith commonly let, used or enjoyed, containing in the whole by Estima, tion, erc. (be the same more or less) commonly called or known by the Name or Names of, & and all other the Messuages: Lands, Tenements and Hereditaments of the faid A. B. siruate and being in, oc. in the said County of, &c. and all Houses, Buildings, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Ways, Waters, Water-courses, Commons. Common of Pasture, Profits, Commodities, Hereditaments and Appurtenances whatfoever to the faid Premisses, or any Part of them belonging or appertaining, or sherewith usually let, occupied or enjoy'd. and also the Reversion and Reversions. Remainder and Remainders, Rents and Services of all and fingular the said Messu. ages, Lands and Premisses above mentioned. and of every part and parcel thereof; and allo all the Estate, Right; Title, Interest; Claim and Demand whatsoever of him the faid 4. B. of, in and to the same Premisses, ang 27.75

and of, in and to every part and parcel

thereof, with the Appurtenances.

Hath granted, remised, released and another Grant confirmed, and by these Presents, doth in a Marriage-fully, freely and absolutely grant, &c. Lease and Reunto the faid C. D. and E. F. their Heirs leale. and Affigns' for ever, all and fingular the faid Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premisses, in and by the said recited Indenture above mentioned to be granted. and every part and parcel thereof, with the Appurtenances, and also all and fingular other the faid Premisses above recited, and every part and parcel thereof, with the Appurtenances; and also the Reversion and Reversions, Remainder and Re-mainders, Rents and Services of all and singular the faid Manors, Lordships, Lands and Premisses above mentioned, and of every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatfoever of him the faid A. B. of, in and to all and fingular the faid Manors, Lordships, Lands and Premisses above recited and mentioned, and of, in and to every part and parcel thereof, with the Appurtenances.

Hath granted, bargained, fold, aliened, Grant of Maenfeoffed, released and confirmed, &c. ners. Hindreds, unto the said C. D. and E. F. (in their a Settlement actual Possession, now being, c.) and ro by Release, their Heirs, all that the Manor and Hundred of, &c. with the Rights, Members and Apputtenances thereof, in the faid

M 4 County

County of, &c. and also all that, &c. and all Fee Farms, Furze, Heaths, Moors, Marshes, Mines, and all Mines of Iron, Tin, Coal, Lead and Quarries of Stone, in and upon the said Manors, &c. open and unopen, Ways, Walts and void Grounds, Escheats, Reliefs, Herriots, Courts, Profits of Courts, Courts-Leet and Views of Frankpledge, and all that to the faid Courts and Views of Frankpledge doth appertain, Goods and Chattels of Felons, Fugitives and Outlaw'd Persons and Felons of themselves, Fines, Amerciaments, Liberties, Privileges and other Profits, Conmodities, Jurisdictions, Emoluments and Hereditaments to the said Manors, Hundred and Premisses belonging or in any wife appertaining, or accepted, reputed or taken as Part, Parcel or Member of them. or any of them, and the Reversion and Reversions, Remainder and Remainders. Rents, Issues and Profits of the said Promisses, and all the Estate, Right, Title, Interest, Ule, Trust, Property, Claim and Demand of her the faid E. B. in and to the same.

Deme fre-Lands, &c. tion.

Hath granted, bargained and fold, re-Settlement of a leased and confirmed, and by these Pre-Manor, Cafle, sents doth grant, &c. unto the said C. D. and E. F. (in their actual Possession now with on Every being, &c.) and to their Heirs and Assigns for ever, all that the Manor or Lordship, or reputed Manor or Lordship of, Oc. with the Rights, Members and Appurtenances thereof, in the said County of, &c. and also all that the Castle and Mension House

House of, &c. in the County of, &c. and also all the Demesne Lands of or belonging to the faid Mansion-House, situate, lying and being in the several Parishes of, Oc. containing, Oc. of Land, Arable, Meadow, Pasture and Wood, with the Appurtenances; and all the Messuages, Houses, Mills, Cottages, Curtilages, Dove-houses, Barns, Buildings, Gardens, Lands, Tene ments, Meadows, Leafows, Paftures, Feedings, Parks, Commons, Woods, Underwoods, Wasts, Wast-Grounds, Courts-Lock, Courts-Baron, Profits and Perquisites of Courts, Liberties, Royalties, Franchifes, Privileges, Advantages, Emploments and Heredicaments what sever to the said Manor or Lordship, Castle, Demestre-Lands and other the faid Premisses above mentioned belonging or in any wife appertaining, or accepted, reputed or taken as Part, Rarcel or Mamber thereof; and also all and fingular other the Meffunges, Lands, Tenements and Hereditaments whatfoever of him, the faid. A. B. within the feveral Parishes of, &c. or elsewhere, in the faid County of, erc. (except the several Tenements in Oc. new in the several Tenures or Occupations of the Perfons in the Schedule hereto annexed named,) and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and fingular the faid Manor or Lordship, Castle and Premisses above mentioned, and every Part and Parcel thereof, with the Appurted nances; and also all the Estate, Right, Tisle, Interest, Claim and Demand whatfoever

foever of them the faid A. B. and E. B &c. in and to the faid Manor and Premisses. and of, in and to every Part and Parcel

thereof, with the Appurtenances.

Brant in a Release and Aspenment of Lands held by

Hath granted; bargained, fold, released, affigned and let-over, and by these Prefents doth great, o'c as well the faid re-Presbeld-Leafe, cited Indenfure of Leafe, as also all and fingular the faid Messuage or Tenement and Premifies above recited; with the Appurrenances; and all the Estate, Right, Title, merch, Term of Years, yet to come and unexpired Claim and Demand whatforer of him the faid A. B. of, in and to the faid Messuage and Premisses, and of, in and to every Part and Parcel thereof, by virtue of the faid recited Indenture of Leafe; and the faid Last Will and Testament of the faid, or or by any other Ways or Means whatfoever.

> (Orahus) Hath granted, bargained and fold; affigued, released and confirmed. and by these Presents doth grant, &c. unto the faid C. D. (in his actual Possession, &c.) and to his Heirs and Affigns, all and fingular the said Messuage or Tenement, Lands. Hereditaments and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, and the Rents, Reversion, Remainders and Services thereof; and also all the Estate, Right, Title, Interest, Claim and Demand whatfoever, of him the fald A. B. of, in and to faid Meffuage and Promiffes above mentioned, and of, in and to every Part

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and Parcel thereof, with the Appurtenances.

Hath granted, bargained, fold, aliened, Grant in affigned, released, and confirmed, and by Conveyance of these Presents doth grant, &c. unto the Fee-Farmfaid C. D. all than yearly Fee-Farm Rem leafe and Affignof, or issuing and payable our of and for ments. a Meffuage or Tenement, &c. situate, &c. one other annual Rent of oc. and the Reversion and Reversions, Remainder and Remainders of all and every the kild hereby granted Rents; and also all the Estate, Right, Title, Interest, Property, Claim and Demand what soever, either in Law or Equity, of the said A. B. of, in and to the said Rents, and every of them, and every part thereof, with their and every of their Appurtenances (all which faid feveral hereby granted Rents, were (amongst others) lately purchased by the said C. D. of, &c.)

Hath granted, bargained and fold, alie- Grant in a ned, enfeoffed and confirmed, and by these Froffment of an Presents doth grant, &c. unto the faid Estate. C. D. his Heirs and Assigns for ever, all that Messuage of Tenement, &c. situate, on and all Houses, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Ways, Waters, Water-courses, Commons, Common of Pasture, Profits, Commodities, Hereditaments and Appurtenances whatfoever to the faid Messuage or Tenement and Premisses, or any part thereof, belonging or in any wife appertaining; and also the Reversion and Reverfions, &c. and also all the Estate, &c.

A Grant in a Release and Peofiment.

Hath granted, bargained, fold, aliened, enfeoffed, released, conveyed and confirmed, and by these Presents, doth fully, freely and absolutely Grant, &c unto the said C. D. (in his actual Possession now being, &c.) and to his Heirs and Assigns for ever, all that Messuage or Tenement, &c. situate, &c. and also all Ways, Warers, Paths, Passages, Easements, Profits, Privileges. Advantages, Emoluments, Hereditaments and Appurténances whatfoever, to the faid Messuage or Tenement belonging or in any wife appertaining, or to or with the same or with any part thereof, as Part, Parcel or Member thereof, used or enjoyed; and also the Reversion and Reversions, Remainder and Remainders of the faid Premisses above mentioned, and of every Part and Parcel thereof, with the Appurtenances, and all Rents and Services referved due or payable upon or by any Demile, Lease or Grant, Demiles, Leases or Grants, made of the said Premisses, or any part thereof; and also all the Estate, Right, Title, Interest, Possession, Freehold, Property, Claim and Demand whatfoever of him the faid A. B. of, in and to the faid Premisses above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings, touching or concerning the faid Premisses only, or only any Part thereof.

Hath furrendred and yielded up, and by & surrender these Presents, doth surrender and yield up of Lands. unto the said C. D. his Heirs and Assigns for ever, the faid Messuage or Tenement and Premisses above mentioned, and all the Estate, Right, Title, Interest, Claim and Demand what soever of him the said A. B. of, in and to the same.

Hath granted, bargained, fold, furren- A Bargain dered, yielded up, and for ever quit-claimed, and fale and and by these Presents, doth grant, Or. unto Surrender to the said C. D. (to whom the Reversion and the next in re-Inheritance of the faid Premisses doth belong and appertain) and to his Heirs and Affigns for ever, all and fingular the faid Messuage, Tenement, Closes, Lands, Hereditaments and Premisses above mentioned, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatfoever, as well in Equity as in Law, of him the faid A. B. of, in and to the said Messuage, Tonement and Premisses, with the Appurtenances, so that neither he the said A. B. his Executors Administrators or Assigns. or any of them, shall or may have, claim, challenge or demand the faid Premisses, or any Part theroof, or any Estate, Right, Ticle or Interest of, in and to the same, or any Part thereof, but shall and will at all times hereafter, of and from all and every Action, Right, Title or Interest of, for and concerning the faid Premisses, and every Part thereof be barred, and for ever excluded by these Presents.

Copies of all fuch as concern the fame, with other Lands.

Declaration that an Indenture of Leafe dennify the another Indenture, &c.

Hath granted, declared and agreed, and by these Presents doth grant, &c. that the faid recited Indenture of Leafe to him But be a Se. granted as aforefaid, and the Messuage. surity to In. Tenement and Lands therein mentioned, shall be liable and subject to the indemni-Gramm from fying and saving the said A. B. his Heirs, Executors and Administrators harmless, of, from and against all Actions and Suits. both in Law and Equity, Costs, Charges, Expences and Damages whatfoever, that may be brought against, or happen to him or them, for or by reason of the not delivering up, or cancelling the faid recited Deed of, &t. any thing in the faid recited Indenture contained to the contrary notwithstanding.

(After reciting the Bond) Now know Declarations of Truft, that a all Men by these Presents, That the said Man's Name is C. D. doth hereby acknowledge and declare, esjed in Drust that the faid Sum of, &c. lent upon the in à Boid. faid Obligation, was all the proper Money of A. B. of, &c. and that the Name of him the said C. D. used in the said Obligation, is only in Trust, and for the Benefit

of him the faid A. B.

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Now, Know all Men by these Presents. In on Indonture of Leefe, That I the said A. B. do hereby declare, &c. That my Name was and is made use of inthe faid Indenture of Leafe, in Trust only for C. D. of, & Gent. and for his Use and Benefit, and to and for no other Use, Intent or Purpole whatfoever.

Now.

## Ein Cantroncers Suide, &c.,

Now Knowski Men, og That the said C. D. and R. R. do hereby fignify and declare. That their Names were and are used in the faid recited Indenture, only as Perfons in Trust, and to the intent to permit and fuffer the faid A. B and his Affigus, to hold and enjoy the faid Premisses above. tecited, with the Appurtenances, for and during the Term of his Natural Life, and from and after bis Decease, in Trust for the said E. Wife of the faid A.B. and her Affigns, for and during the Term of her natural Life; and after the Decease of both of them the said A: B. and E. his Wife, then in Trust, and to and for the only proper Use, and Behoof of the Heirs, Executors and Administrators of the faid A. B. and to and, for or upon none other Use, Intern, Trust or Purpose whatforeer. J

Now this Indenture Witnesseth, That peclaration of the said A. B. and C. D. do hereby signify Trust and declare, that 500 l. parcel of the faid Marigage that 1300 l. fecured by the faid recited Inden-advanced by ture, were and are the proper Money of feveral Perfent, the faid E. F. and that 500 l. more, other &c. Parcel of the said 1200 l. were and are the proper Money of the faid G. H. and that 200 l the refidue of the said 1200 l. were and are the proper Money of the faid J. K. and therefore they the faid A. B. and C. D. do hereby declare and agree, that they, their Heirs, Executors and Administrators. will from hengeforth stand possessed of, and interested in the faid mortgaged Premisses, and Money thereby secured, in Trust for . each of them the laid E.F. G. H. and J. K. according

according to their several Proportions aforefaid. And further, that the faid A. B. and C. D. will not release the said T. B. his Heirs or Affigns, or their or either of their faid Debts, or affign, convey or transfer the faid mortgaged Premisses, or any part thereof, until the faid 500 l. and Interest, shall be paid to and received by the said E. F. and until the faid 500 l. and Interest, shall be paid to and received by the said G. H. and until the faid 200 l. and Interest shall be paid to and received by the said 7. K. &c.

Declaration ibat a Mau's in Truft, in s Conveyance of Lands, &cc.

Now this Indenture Witneffeth, That the faid C. D. doth hereby confess, acknow-Name is used ledge and declare, that the said recited Indenture of Leafe and Releafe, was and is made to and in the Name of the faid C. D. in Trust to and for the Use of the said A. B. his Heirs and Affigns for ever; and that the said Sum of 500 L mentioned to be the Confideration of the faid Indenture of Releafe, was the only proper Money of the said A. B. And in performance of the Trust. in him reposed as aforesaid, he the said C. D. for himself, his Heirs, Executors and Administrators, doth covenant, and grant to and with the faid A. B. his Heirs, Executors, Administrators and Asfigns by these Presents, that he the said C. D. his Heirs and Affigns, shall and will from time to time and at all times hereafter, upon the reasonable Request, and at the Costs and Charges in the Law of the faid A.B. his Heirs and Assigns, convey and affure all and fingular the Moffunges or Tene-

Tenements and Premisses, in and by the faid recited Indenture of Release granted, or mentioned or intended to be thereby granted and released, and every Part and Parcel thereof, with the Appurtenances. and all his Estate and Interest therein unto the said A.B. his Heirs and Assigns for ever, or unto any other Person or Persons. and in fuch fort, manner and form as the faid A.B. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required. to as the same Conveyance or Assurance contain no further or other Warranties than against the said C. D. and his Heirs; and further, that at the time of making such Conveyance of Affurance as aforefaid, the faid Messuage, &c. shall be free and clear, 🔗. öf änd from all Bargains, 🕳 c.

Now, Know ye, That the faid A. B. in A Limitation pursuance of the Power to him given, in ment of Lasseand by the faid last recited Indenture, doth hold Lands. by this his Deed, under his Hand and Seal, pursuant to a limit and appoint that after the Death of Power by Sesslehim the said A. B. and the Death of the ment to the laid E. his Wife; if C. B. Son of the faid oud Dangheri, A. B. shall and do Out-live the said A. B. Bee. and E. that then they the said C. D. E. F. and G. H. their Executors and Administrators shall from thenceforth permit and suffer the said C. B. his Executors, Administrators and Assigns, to have, hold, possels and enjoy the laid Messuage, Tenement, Lands and Premisses above mentioned, for his and their own Use and Benefit, during all the rest and residue of the faid recited N 2 Term

Term of 99 Years, determinable as afore-faid, which thall be then to come and unexpired therein; and the said A. B. doth further limit and appoint, that if and in case the said C. B. shall die in the Life-time of the faid A. B. or in the Life time of the faid E. Wife of the faid A. B. or before he attain to the Age of 21 Years, or be married; and that T. B. another Son of the said A. B. and Brother of the said C. B. shall and do Out-live the said A. B. his Father. E. his said Wise, and the said C. B. that then they the said C. D. E. F. and G. H. shall permit and suffer the said T. B. his Executors and Assigns, to have, hold, posless and enjoy the laid Messuage, &c. for his and their own Use and Benefit, during all the rest and residue of the said Term of 99 Years above recited, determinable as aforefaid, which shall be then to come and unexpired: And the faid A. B. doth further limit and appoint, that if the faid T. B. shall die in the Life-time of the said A. B. or in the Life-time of the faid E, or in the Life-time of the faid C. his Brother, and , that the said recited Term of 99 Years shall Livinia to have longer continuance; and that the two the Daughters Daughters of the said A. B. R. and M. shall be living, that then the faid C. D. E. F. and G. H. their Executors and Administrators, shall permit and suffer the said R. and M. to hold and enjoy the faid Meffuage, og and receive the Rents, Islues and Profits thereof during all the rest and residue of the said Term of 99 Years above recited, which shall be then to come and m. Cal

and unexpired therein; and if but one of them the said R. and M. shall be then living, shall permit the Survivor of them, her Executors or Administrators, to hold and enjoy the said Messuage, &c. during all the said Term; and if neither of them shall be then living, shall permit and suffer the Executors or Administrators of the Survivor of them the said R. and M. to hold and enjoy the same during the then rest and residue of the said Term.

In this Limitation, you are first to recite! the Settlement and the Provise or Power to limit and appoint, &c. by faying after the common recital of the Settlement; [In which said Indenture is contained a Provise or Power for the said, &c. to limit, &c.]

Now know ye by these Presents, That A Limitation I the said A. B. by virtue and in pursuance and appointof the Power and Authority to me given went of Lands by the Settlement of the faid T. B. my Life for her Unkle, and also by virtue of any other gameire, ac. Power or Authority to me given, or in me being, by these Presents signed with my Hand, and sealed with my Seal in the presence of the Persons whose Names are hereon endorsed as Witnesses thereto, Have limited and appointed, and by these Presents do limit and appoint to and to. the Use of E my now Wife, for and during her Life, to take effect immediately after my Death, as and for her Jointure, all that Capital Messuage, Tenement or Farm of, &c. aforesaid, and all and every the Out-houses, Gardens, Orchards and other Applicanances thereto belonging, 10. J N 2

and the several Closes or Grounds, with their Appurtenances following, (that is to fay, ) One Ground called, &c. situate, &c. now rented by, &c. and also all that Ground called. &c. or by whatfoever other Name or Names the abovefaid Grounds are called, known or diftinguish'd, all which said Mesfuage, Closes, Grounds, Lands and Premisses, are square and being within the Parishes of one or some or one of them. in the said County of, &c. and are Part and Percel of the Manor, Messuages, Lands, Tenements and Hereditaments in the faid. Settlement of my said Unkle T. B. contained. And I the faid A. B. do by these Presents further limit and appoint, that the faid E. my Wife shall have and take (after my Death) during her Life, the Rents. Issues and Profits of the said Premisses last mentioned, to her own Use and Bonefit, as and for her Jointure, &c.

l Limitation ment of the conditionally,

Now this Indenture Witnesseth, That and Appoint for and in Consideration of the Sum of, &. to the said A. B. in Hand paid by the said Uses of a Fine C. D. and for socuring the Repayment thereof with Interest to the said C. D. the faid A. B. and E. his Wife, do hereby limit, direct and appoint that the faid Fine fo levied as aforefaid, shall from time to time, and at all times hereafter, be and enure, as for and concerning the faid Messuage, or and that the faid C. D. and his Heirs. and all and every other Person and Perfors, and his and their Heirs, standing and being feiled, or which shall stand or be feiled of and in the same Messuage, Tenent mene

ment and Premisses, shall from time to time. and at all times hereafter, stand and be feifed thereof, and of every Part and Parcel thereof, with the Appurtenances, to and for the Use and Behoof of the said E. F. his Executors, Administrators and Affigns, for and during the Term of 500 Years next and immediately enfuing and following, and fully to be complear and ended without Impeachment of Waste. de. Provided, de. the said A. B. do re-

pay, &c.

Now this Indenture Witnesseth, That A Direction the faid A. B. in Consideration that he is and Appeintfully paid and satisfied his said Debt, and ment to fland all Interest due for the same, in manner feised of Londs as in the faid last recited Indenture is ex- Marigages on pressed; and the said C. D. for the better a Second Markfecuring and more fure Payment of the sage. faid Sum of, &c. to the faid E. F. with Interest for the same, in such manner as iff the said Proviso in the said last recited Indenture contained, is mentioned and expressed; he the said A. B. and the said C. D. Parties hereto, Have, and either of them hath directed and appointed, and by these Presents do, and either of them doth direct and appoint, That the faid G. H. and F. K. their Heirs and Affigns shall from henceforth, for ever hereafter, stand seised and possessed of, and interested in all and fingular the faid Messuages, Lands, Tenements, Hereditaments and Premisses with the Appurtenances in the faid first above recited Indenture contained, in Trust for the faid E. F. his Executors, Administrators N<sub>4</sub>

and Assigns, and subject mucha Proviso or Condition in the faid last recited Indenture contained: --[

ment to day and receive Moneys due on Marigage gage.

Direction ... And the said A. B. for the Considerations. and Appoint aforesaid, and for the better enabling the faid C.D. his Executors and Administrators to recover and receive the faid 140 /. with the Interest thereof, he the said A. B. doth made on Trans. hereby direct, and appoint the faid E. R. ferring pare of his Hoirs, Executors and Administrators. the faid Mort not only to pay or cause to he paid unter but doth also hereby authorize and appoint she faid CaD, his Executors and Admini-. Arators, to receive the Parts, Proportions and Share of him the faid A. B. of and in all fuch Sum of Sums of Money, as thall hull " from time to time, or at any time come to the Hands of him the faid E.F. or be a received by him on the faid recited Mortgage, from the faid, or for the only proper Use and Benefit of him; the said C. D., his Executors, Administrators and Assigns: and in case of Nonpayment thereof, or of any part thereof, to call him to an Accompt for the same, and on receipt thereof, co. release and discharge the same, and to do and execute all and every lawful and ream sonable Art and Acts, Thing, and Things, what flever, for the receiving and recovering of the faid 100 l. and Interest, or so much thereof as shall be by, him received, of the said, or, his Heirs, Exequeges or Adia ministrators, and for the releasing and discharging of the same as fully and effectur, ally in every respect as the laid A. B. his. Executors or Administrators might or could

do by virtue of the faith recited Moregage made to the faid E. F. as aforestident other-

Now know you That the feide E. B. in A Limitation Consideration of the faid Marsiage, and and Appointfor other Confidentions har thereunto ment of Lands moving hath (in pursuance of the Power riage to the to her referred and given, in and by the Husband and said recited Indensure of Release) limited, Wife and their ordered, directed and appointed, and by Herr, &c. this present Writing, signed with her Hand, and sealed with her Seal, in the Presence of C. D. E. F. and G. H. being three Credible Wienesses, doth order, direct, limit and appoint, that all and fingular, the faid Premisses above mentioned, with the Appurtenances, shall from henceforth for ever hereafter, be and remain; and the faid F.K. and L. M. and their Heirs, and all and every other Person and Persons, and his and their Heirs standing and being feifed of and in the faid Messuage. Tenement and Premisses, above recired! shall at all times thereafter stand and be seised. thereof, and of every Part 4nd Parcel thereof, with the Appurtenances, to the Use and Behoof of the said AvB. and E. his Wife, their Heirs and Assigns for eyer. and to and for none other Use. Intent or Purpose whatsoever.

And the said A. B. for the Consideration Appointment aforesaid, doth hereby direct and appoint that all Terms all such Person and Persons to whom any satelement, &c. Estate, Term or Interest, have or hath been granted or assigned, of or in the said Manor and Premisses, or any Part thereof,

in Trust for him and his Heirs, shall from henceforth fland possessed of, and interested in the said Manors and Premisses. during the relidue and Remainder of fuch Terms and Estates as are yet to come, in Trust, to attend and wait on the Settlement hereby made, and for the Benefit of fuch Person and Persons who ought to hold and enjoy the same, pursuant to the Uses hereby limited and declared, and to protect and defend the same against all intervening Incumbrances.

Indenture and tien pursuant to a Pewer on o Purchafe.

Know ye, That the faid A. B. according of Use in one to, and in pursuance of the Power to himreferred in and by one Indenture, bearing Date, &c. made or mentioned to be made between the said A. B. of the one Part, and C. D. of, &c. of the other Part, and in pursuance of all and every other Power and Powers and Authorities whatfoever. referred or limited to him the faid A.B. in this Behalf, and so far as he is any ways enabled (the consent of the said C. D. being hereunto obtained, as by a Deed-Poll under his Hand and Seal, expressing such his Consent may appear) doth by these Presents revoke and make void all and every the Uses in the said Indenture limited, of, for and concerning all and every the Messuages, Lands and Hereditaments, with their Appurtenances in, &c. in the faid Indenture mentioned; and also all and every the Uses whatsoever, of, for, touching or concerning any Messuages, Lands, Tenements or Hereditaments whatfoever. in, &c. aforefaid, which now are, or at any . time

time heretofore were the Messuages, Lands or Hereditaments of the faid A. B. And the faid A. B. forgood and valuable Confiderations him thereunto moving, and especially for and in Consideration of the Sum of, oc. to him in hand paid by E.F. of. erc. the Receipt whereof is hereby acknowledged, doth by these Presents, according to and in pursuance of the Power aforesaid. limit the Use and Uses of all the said Promisses in de aforesaid, to the said E. F his Heirs and Alligns; and doth hereby direct and appoint that every Person or Persons which now do, or hereafter shall stand and be seised of the said Premisses or any part thereof, shall stand and be failed theroof, and of every Pare thereof. to the Use of the said E. E. his Heirs and Affigns for ever.

Now know all Men by these Presents, revente of That they the said A. B. and E. his Wife, Use in a sec-by virtue of the Power to them reserved security and him De-in and by the said Marriage-Agricles and elevation and Serviernent, or by virtue of any other Power Appainment. to them referred, or in them being, do hereby revoke and make void all and every the Uses, Trusts and Powers in the faid Articles contained, and likewise all the Limitations and Appointments in the faid Articles mentioned, or by the faid Sewlement limited, created of contained. and do hereby limit, declare and appoint. that all and ingular the laid Premisses above mentioned, and every Park and Parcel thereof, with the Apputtenances, shall; from henceforth remain, continue and be to and for

## The Conveyancer's Suide, &c.

for the only proper Use and Behoof of him the faid C. D. his Heirs and Affigns for ever; and to and for none wher Use, Intent or Purpose whatsoever.

A Revocation claration by Inder (ement.

"Know all Men by these Presents, That and new De- the within named A. B. doth hereby fignify and declare that he is minded, purpoled and determined to alter, change and make void all and every the Use and Uses? Estate and Estates, in and by the within written Indenture limited and appointed. and that from time to time; and at all times from Henceforth for ever hereafter, all and every the Uses by the faid Indentuse for-merly mentioned and expressed, shall be void and of none effect. And the faid A. B. doth in pursuance of the Power in him referved by chis Writing, figured with his Seal, in the Presence of, &c. being competent Witnesses, absolutely alter, change, revoke and make void, all and every the Use and Uses, Estate and Estates, in and by the within written Indenture limited and appointed. And doth hereby declare that from time to time, and at all times from henceforth for ever hereafter, all and every the Use and Uses, Estate and Estates, in and by the within written Inden-! . ture formerly mentioned and expressed, shall cease, determine and be void, and of no effect; and that from time to time, and at all times from henceforth, the Premifies within mentioned, and every Part and Parcel thereof, with the Appurenances, shall be and remain, and the faid C. D. and his Heirs, half and will fland and be feifed

thereof, to the only proper Use of the faid C.D. his Heirs and Assigns for ever, to do therewith at his and their Wills and Pleafures.

Hath fully and absolutely renounced, re- A Renunciation linguish'd and yielded up, and by these of Right to Presents doth fully, freely and absolutely Goods and renounce, Oc. unto the said C. D. not only Administraall his Right and Benefit of having, ob-tion, &c. with taining or suing forth Letters of Admi- on Exception. nistration of the several Goods, Chattels, Rights and Credits, late of, &c. deceas'd. But also all the Right, Title, Interest, Claim, Pretence or Demand what soeven of him the faid A. B. of, in or to all or every the Goods, Chattels and personal, Estate, late of the said, &c. remaining and heing in the House of, &c. ( saving and excepting one filver Salver, &c. which by Agreement is to be held and enjoy'd by the faid A. B. as his own proper Goods and Chattels, and to his own proper **U**(e;) ..

And the said A. B. doth by these Pre- 4 Remmelation fents renounce and disclaim the said Exe-and Release of cutorship, and all the Trusts reposed in Executorship. him by the faid recited Will, and doth likewise by these Presents remise and release unto the said C. D. his Executors, and Administrators, all his Estate, Right, Title and Interest, in and to the said Premisses, and in and to the said Term of five hundred Years, by virtue of the said recited Will, or otherwise howsoever goodsa Live of a second

Len ment flower a tem and I give داند... ۱۰

A Bequeft in hold Lands, and other Lands in Fee.

I give the House I hold by Lease from a Will of Leafe W. B. Esq. situate, &c. which I now live in to my Son C. B. to hold to him during his Life; and after his Decease I give the same to my Daughter E. B. during the Remainder of my Estate and Interest therein; and all the rest of my Lands and Tenements whatfoever, whereof I shall die seized in Possession, Reversion or Remainder, I give to my said Son C. B. his Heirs and Assigns for ever.

Bequeß in s Will of Leafer bold-Lands, on Trust for a Wife and Children, and to &c.

ar in fr

I give and bequeath unto my Kinfman C. D. and my loving Priends E. F. and G. H. of, &c. all that my Leafehold Estate, which I larely purchased of T. B. Gent. situate, &c. for a Term of Years yet to come, pay Amuities, determinable on the Lives of, &c. together with the Indenture of Leafe, whereby I hold the same; To have and to hold to them the said C. D. E. F. and G. H. their Executors, Administrators and Affigns, from and immediately after my Decease, for and during the Rest, Residue and Remainder then to come and unexpired of the Term to me in and by the faid Indenture of Leafe granted, upon this special Trust and Confidence in them reposed, and to the Intent and Purpose that they the said C. D. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, do and shall permit and suffer her my faid Wife E. B. to have, hold and enjoy all fuch my faid caschold Estate to them given as aforesaid, and to receive and take to her own Use and Behoof, the Rents, Issues and Profits thereof, from and ammeimmediately after my Decease, for and during fo much of the Term as shall run out and expire in the Life-time of her my faid Wife; and after her Decease, upon this further Trust and Considence, and to the Intent and Purpose, that they the said C.D. To pay the Ac-&c. and the Survivors and Survivor of them, "nuities. and the Executors and Administrators of fuch Survivor, do and shall out of the Rents, Issues and Profits arising out of my faid Leasehold Estate, well and truly pay, or cause to be paid unto my said Daughter D. B. her Executors, Administrators and Affigns, for and during so much of the faid Term to me therein granted as aforefaid, as shall run out and expire in the Lifetime of her my faid Daughter, the yearly Annuity or Sum of, &c. at the two mest usual Feasts or Terms in the Year (that is to say) the Feast of, &c. and &c. by even and equal Portions; the first Payment thereof to be made at fuch of the faid Feasts which shall first and next happen as ter the Decease of my said Wife; and upon this further Trust and Considerice, and to the Intent and Purpose that they the faid C. D. Oc. and the Survivors and Survivor of them, and the Executors and Administrators of fuch Survivor do and shall permit and suffer my faid Son T. B. to bave. hold and enjoy all fuch my faid Leafehold Estate, charged with the said Amnuity of. &c. per Ann. to my faid Daughter, and to receive and take the Overpha of the Rents. Issues and Profits thereof to his own proper Use and Behoof from and immediate-

ly after my faid Wife's Decease, for and during all the Rest, Residue and Remainder of the Term to me therein granted, which shall be then to come and unexpired.

Devile of Co.

I do hereby give, devise and bequeath applied Lands. all those my Copyhold Messuages; Lands. Tenements and Hereditaments in & c. a. foresaid, and every of thom, with the Rents. Iffues and Profits thereof (the same being already furrendred to the Use of my last Will) unto my said Daughter E, B. from and immediately after my Decease for and during her natural Life; and after her Decease, then I give and devise the same to my Grandson T. B. and the Heirs of his Body lawfully to be begotten; and for Defank of such lisue, then to the Heirs on the Body, of my said Daughter E. B. lawfully begotten or to be begotten; and for Default of such Issue, then to my Kinsman C. B. Son of Oc. and to his Heirs for ever.

A Devile of Preshold Lauds on Truft, to ter's Portion, with Remaindersto aGrandon and his Heirs, and Remainder to Werally.

Lgive and devise all those my Freehold Lands. Tenements and Hereditaments, which I hold in Fee-simple, situate, lying and beraise a Daugh ing in the Towns, Parishes or Precincts of, dr. or either of them, in the County of, Or. with the Rents, Issues and Profits of: all and fingular the said Premisses unto C. D. and E. F. of, &c. To have and to hold the faid Lands, Tenements, Hereditaments. two Persons se- and Premisses to them the said C. D. and E. E. their Executors, Administrators and Affigns, from and immediately after my: Decease, for and during, and unto the full-End

## The Ethirepancel's Onne, Ac.

End and Term of 99 Years, from thence next enfuing, and fully to be compleat and ended, without Impeachment of Walte. In Trust nevertheless, and to the Intent and Purpose that they the said C. D. and E. F. their Executors, Administrators or Affigns. do and shall out of the Rents, Issues and Profits thereout or thereby arising, or by Assignment of the said Term, or by Grant, Mortgage or Sale of the said Premisses, or any Part thereof, raise and levy the clear Sum of 1000 l. and the same being so raised to pay the potential as aforesaid, do pay, or secure to be paid, unto my loving Grand-daughter E. B. Daughter of, &c. Wife of, &c. when and as foon as she shall attain to her Age of 21 Years, or be married (which shall first happen.) And if it shall happen that my said Grand-daughter E. B. shall depart this Life before the shall have attained her faid Age of 21 Years, or be married, then upon this further Trust, and to the Intent and Purpose that they the said C. D. and E. F. their Executors, Administrators and Affigus. do and shall our of the Rents, Issues and Profits, or by Grant, Mortgage or Sale of the said Premisses, or any Part thereof, or by Assignment of the said Term, raise the faid Sum of 1000 l. clear as aforefaid, and the same do pay, or secure to be paid, unto the next Child (be the same a Son or a Daughter) which shall hereafter be lawfully issuing on the Body of my Daughter, c. and which shall live to attain the said Age of 21 Years, or be married, which Thall first happen, if a Daughter; and if a Son,

Years only, which said Sum of rooo ! To no be raised and paid as aforelaid. I do

**F24** 

thereby give and bequeath unto my faid Grand daughter E. B. and in case of her Decease, to such next Child so hereafter

ders limited

to be issuing on the Body of my said Daughter, &c. who shall attain the said Age of as Years, or be married as aforefaid; And from and immediately after, and as foon, as, they the faid C. D. and E. F. or their Heirs, shall have raised the said Sum of 1000 L clear from all Payments and Deductions out of my laid Freehold Lands. Tenements and Hereditaments, as herein before is appointed; or in case of the Death of the faid E. B. or other Child respectively before the respective Times of Payment aforesaid, then my Will is, and I do hereby give and devilo all and fingular the Premisses aforesaid, and the Reversion and Reversions, Remainder and Remainders, of all and lingular thole my Freehold Lands, Tenements and Hereditaments aforesaid, with the Rents, Issues and Profice thereof, and of every Part thereof, up to my faid Daughter D. B. To have and to hold to her my faid Daughter D. B. from henceforth, for and during the Term of her natural Life; and from and immediately after the Decease of the said D. B. then I do hereby give and devise the said Premisses, and the Reversion and Reversions Remainder and Remainders, of all and , singular those my said Freehold Lands and Promisses, with the Rents, Issues and Profits

fits thereof, and of every Part thereof, unto my Grandson T. B. Son of my faid Daughter D. B. and to the Heirs of his Body lawfully to be begotten; and for Default of such Issne, then I do hereby give and devise the same unto the Heirs of the Body of my faid Daughter D. B. lawfully begotten, or to be begotten; and for Default of such Issue, then I do hereby give Division of the and device all and fingular those my faid found. Freehold Lands, Tenements and Hereditaments, in the Parish, &c. aforesaid (being Part of the Freehold Lands, Tenements and Hereditaments above-mentioned) with the Rents, Issues and Profits thereof, unto my Kinsman L. B. Son of, &c. and his Heirs for ever; and also all and singular those my Lands, Tenements and Hereditaments in the Parish of, &c. aforesaid (being the Refidue and Remainder of my Freehold Lands, Tenements and Hereditaments above-mentioned) with the Rents, Issues and Profits thereof (for Default of fuch Issue as aforefaid) unto my Kinfman A. B. Son of, &c. and his Heirs for ever.

I give to A. B. and C. B. Sons of my A Death of Brother T. B. the Sum of 50 l. a-piece, to Lands to a be paid or fecured to them respectively by Mon and his my faid Brother L. B. as foon as they shall ment of respectively attain the Age of 21 Years, Legacio. and not otherwise; and my Will is, and I hereby declare, that in case my Brother L. B. shall from time to time, as the same shall become due, pay to my said Nephews A. B. and C. B. or give to them respectively fuch Security within fix Months after my De-O 2 yvig Za

Decease, as they or their Father shall approve for the Payment to them of the faid 20 l. a piece respectively, then and in such Cale, and not otherwise, I hereby give, devise and bequeath unto my faid Brother L. B. all that Messuage or Tenement, oa now in Hand, called by the Name of, &c. late in the Tenure of, &c. being Part of my Manor, &c. and also the Reversion and Inheritance of all those several Tenements. and all Lords-Rents and Heriots, to each of them belonging, now in the feveral Posfessions of, &c. with the Royalty or Lordthip of my faid Manor of, &c. with its Rights, Members and Appurtenances, To hold to my said Brother L. B. and his Heirs

A Devise of Plantations abroad.

and Assigns for ever. And whereas by the Death of my Unkle T. B. several Plantations and Houses, Farms and Negroe-Servants, Lands, Tenements and Hereditaments, in the Island of Jamaica, descended to my Father C. B. lare of &c. deceas'd; and by Virtue of a Disposition by him made thereof, and a Partition of the faid Premisses, one fifth Part of the faid Plantations is legally come to and vefled in me, now I'do hereby give, devise and bequeath all fuch my fifth Part or Share of, and in the faid Plantations and Premiffes aforesaid (if the same thall remain unfold at the time of my Decease) together with the Increase and Profits arising therefrom unto my faid Brother L. B. his Heirs, Executors, Administrators and Assigns, for **Ver** the entry of the first thing years

• I give

I give and devise all that my Capital Devise of a Mcfluage or Farm, commonly called, &c. Farm and Lands to a with all and fingular the Lands, Tenements Sen and Heirs and Hereditaments, thereupso belonging, Male, &c. situate, e. and all and fingular other my Lands, Tenements and Hereditaments whatfoever, fituate, De. (other than fuch as are already limited by my Marriage-Settlement to E. my Wife) unto T. B. my Son and Heir apparent, and the Heirs Males of the Body of the faid T. B. lawfully issuing; and for Default of fuch lifte, I give and devife the same, and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part thereof, to my fecond Sep C. B. and the Heirs Male of the Body of the faid C. lawfully issuing; and for Default of fuch Issue, I give, device and bequeath the fame, and the Reversion and Reversions, Remainder and Remaintiers thereof, and of every Part and Parcel thereof to my right Heirs for ever.

I give to my faid Wife E. Brall that my Devise of a Manor, we with the Rights, Members and Lands to a Appurtenances thereof; and all other my Wife for Life, Lands, Tenements and Heredicampan, Remainder to which I lately purchased in Fee-simple of, a Son for Life, we fittlate, we to hold to her during har and to Traffeet natural Life, the making no Spoil, Walte, Contingent or Destruction thereupon, in full Satisfa Remainder to land in the Messuages, we whereof I shall the first and die seized; and from and after her De-siher Sons; coase, I give and devise the said Manor and the Dungh.

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Pre-

Premisses to my Son C. B. for the Term of his natural Life; and after his Decease, I devise the same to my Daughter D. B. during her natural Life; and after the Determination of that Estate, I give and devise the same to my loving Brother T. B. and good Friend C. D. of, &c. Gent, and their Heirs during the Life of my faid Daughter D. to the Intent to preserve and support the contingent Ules and Remainders herein-after limited; but nevertheless in Trust to permit my said Daughter D. to receive the Rents and Profits thereof during her Life; and from and after the Decease of my said Daughter D. then to remain to the first Son of my said Daughter D. and the Heirs of the Body of fach first Son lawfully issuing; and for Default of fuch Issue, then to the Use and Behoof of the second, third, fourth, fifth, and all and every other Son and Sons of my faid Daughter D. begotten; the Elder of such Son and Sons, and the Heirs of his Body lawfully issuing, to be always preferred. and to take before the Younger of fuch Sons, and the Heirs of his Body; and for Default of fach Issue, then to the Use and Behoof of all and every the Daughter and Daughters of the Body of my faid Daughter D. and the Heirs of the Body of fuch Daughter or Daughters, as Tenants in Common, and not as Joint Tenants; and for Default of such Issue, then I give and devise the said Manor and Premises to my Grandson T. D. Son of, Ce. by E. may Daughter, his late Wife descard, for and

Bouginder to a Grandfon and his Ufuç in Tosl.

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Ese. Condendicer & Guite; &cc.

Militing the Term of his natural Life; and after the Determination of that Estate, then to the Use and Behoof of my laid Brother 7.0B. and the faid C. D. and, their, Heirs during his Life, and in Trust for him, and to the Intent to support and preserve the contingent Uses and Estates after-mentioned: and after his Decease, to remain to his Mue in Tail, in Such manner as I have li-Biked the same to my said Danghter; and for Default of such Thue, then to remain to. my Grandson L. B' and the Heirs Males of his Body begorten; and for Default of fuch Mile, to remain to my own right Heirs for ever. And as for all those my Manors' of & with their and every of their Rights, Members and Appurtenances, and all other my Messuages, Lands, Tenements and Hereditaments, in the County of, Oc. I give to and devile the fame, and every of them, and every Part thereof, unto my faid Son C. B. his Heirs and Assigns for ever,  $\phi_c$ .

Exceptions in Deeds.

Acepting and always referving out of of Timber in this prefent Denisio and Grane unto Lidie. The faid A. B. his Exedutors, Administrators and Affigus; all Timber Trees, and Trees likely to be Dimber, now standing, growing, on being, or which at anything during the Term hereby granted, that fland, grow, or be in or appoint the faid domiled Premises, or any Parachereof. Of this prefent Denise, and Grant, wing out of this prefent Denise, and Grant,

unto the said A. B. his Heirs and Assi all Timber-Trees, Woods and Underwoods. now flanding, growing, or being, or which at any time during the Term hereby graneed shall stand, grow, or be in or upon the faid demised Premisses, or any Part thereof, with Liberty to fell, cut down, take and carry away the same.

Author.

Excepting and always referving out of these Presents unto the said A.B. his Heirs and Affigns, all Timber-Trees, and Trees likely to be Timber, which now do or hereafter shall stand, grow, or be in or upon the faid demised Premisses, together with free Liberty of ingress, egress and regress to and for the said A. B. his Heirs and Assigns. to fell, cut and carry away the same at and seasonable Times in the Year.

Mari: making good the Domage in digging, &c. nd alfo Liberty of Hunting, &cc. with a [aving out" if the Exceptien.

Except and always referved out of this present Demise and Grant unto the said A. B. his Heirs and Assigns, all Timber-Trees, and Trees likely to prove Timber, now flanding, growing, or being, or which shall or may at any time hereafter stand, grow, or be in or upon the faid Premisses, or any Part thereof (other than such Boots as is herein-after mentioned) and also all Mines and Oparries of Stone and Slate, and all other Mines whatfoever in or upon the faid Premisses, or any Part thereof, with Liberty to cut down, dig up and carry away the same at seasonable times, he the Lesson to make said A. B. his Heirs or Assigna paying unto the said C. D. his Executors, Administrators and Affigns, such reasonable Damages as shall be adjudged by two indifferent Perfons.

good the Damoge.

fons, one to be chosen by the said A. B. his Heirs or Assigns, and the other by the said C. D. his Executors, Administrators and Assigns; and also free Liberty of Fishing, Fowling, Hawking and Hunting in and upon the said Premisses, and every or any Part threos.

Except out of this present Demise and Entering of Grant unto the said A. A. his Heirs and runto; a Assigns, all Timber and other Trees now may then the standing, growing or being, or which shall Lands, &c. or may at any time hereaster stands grow or be in or upon the said Premisses, or any Part thereof, with Liberty to cut down and carry away the same at seasonable Times; and also a Carriage and Drist-way, thre the aspressid Premisses, for the said A. B. with free Liberty to come upon the said Ground to cut Water-Gutters or Furrows for the more convenient Carriage of, &c. Water there, to any of the Farm or other Grounds aforesaid.

Except one Acre of Land, Parcel of the Interior of said, &c. and also all Timber-Trees, and Grand and all young Trees sit and proper to be mised and preserved for Timber-Trees (together with their Tops and Shrouds) now fanding, growing or being, or which shall hereafter stand, grow or be in or upon the said Premisses, or any Part thereof with free Liberty to fell, cut down, take and convenient times, unto the said A. B. his Heirs and Assigns, always excepted and re-sewed

Except

Ground referand for Tillage, es Cos-

Except all that Close and Ground, commonly called or known by the Name of e. Meadow, containing by Estimation, & dition to lay to which it shall and may be lawful to and for down and for the find A.B. his Excelled; Administration it with Graft toos and Affigns, to plough and converg into Tillage for and during the first three

www. Years of the faid Term, and no longer, but a memilithen collay the faid Ground down to Fall The flure, and low the fame with Graff Seed in a Husband-like manner.

ber Standils.

sail of Copies. The Soil of the faint Copplice-Wood, mit? Wood and Time all! Timber-Trees therein flanding, grows ing or being, and usual and accustomed Standils there to be left, as are or have been or ought to be in fuch like Cafes of felling of Wood left standing water the skid A. B. his Helts and Alligns excepted and always referved.

Suspeion of a Excepting out of thefe Prefents' (during ther Fruit;

Rum for bag- the Hop Sealon only) the, &c. Room sing Hop 1 of for the keeping the Hops willing from the Hop-Yards, Oa aforefaid; and the Use of and all Irun the, Oo. Room for Bagging of fuch Hops as shall grow on the said Hop-Yard, with free ingress, regress and egross for the said A. B. and his Servants, to and from the faid Room's for the Purpofes storefaid; and allo except the one half of the Apples growing on the faid Premistes, the fame ro be chosen by the said A.B. or his Astfigns, and to be delivered to him or these at Oe. aforelaid, by the faid C. D. And alo fo except all Trees, Woods and Underwoods growing, or to grow on the faid? Premisses 9 10 1 17

Premisse other their at is heroin after men-

Except out of this present Demile and Exception of a Grant unto the said A. B. his Heirs and Room, &c. Affigns, all that Room, Parcel of the faid Meiluage hereby demiled, over the Parlour there, commonly called the Parlour-Chamber, with free ingress, egress and regress. into, out of and from the same; and also all that one Close of Meadow, commonly called, &c. containing by Estimation, &c. being Parcel of the Lands belonging to the said Messuage, Oc.

Excepting and always referving out of Exception (in this present Grant and Release, all that a Release of a Message or Tenement, with the Appurte-Masser, &c. nances lying in or aforefaid, wherein one 思F. now dwelleth; and all the Gardens; Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Commons and Hereditaments so the faid Messuage belonging, or in any wife appertaining, or usually occupied and enjoyed therewith, or reputed or effectived as Part or Parcel thereof, or as belonging thereunto; and all the Rents and Services issuing, due or payable out of, for or in Respect of the same, or as incident thereunto.

Excepting only, and it is hereby agreed, Exception in a that it shall and may be lawful to and for Copartnership. the faid C. D. to have, take and receive to that a Man his own proper Use all such Benefit and shall have the Advantage as shall come, arise or be made, and Work. by resion of any Piece of Workmanship which shall be wholly wrought, begun and finished

the Carrenance of the Carre, Ad-

finished by his own Hands, without any Breach of this present Agreement.

Hibendums in Deeds, to Uses in Settlements. &c.

the Grant of an Office for Life.

) have, hold, exercife and enjoy the said Office of Steward and Stewardship, and the holding and keeping of all manner of Courts usually held or kept, or which ought to be held or kept, within the faid Manors or Lordships of, &c. and every of them, together with all manner of Fees, Perquisites, Profits, Rewards and Advantages whatfoever to the faid Office of Steward or Stewardship, belonging appertaining, or usually heretofore accustomed to be paid to and received by the Steward or Stewards thereof, for the time being, unto the faid C. D. and his sufficient Deputy or Deputies for and dusing the Term of the natural Life of the faid C. D.

To have and to hold all and fingular the sales of faid Goods, Houshold-stuff and Imple-Gods, Chartels, ments of Houshold, and every of them by Mmey, Timber, these Presents, bargained and sold or mentioned or intended to be bargained and fold, unto the said C. D. his Executors, Adotinistrators and Assigns for every to

To have, &c. the faid Waggon and Plaw, and all other the Goods and Chattels whatfoever above by these Presents bargained and fold, unto the faid C. D. as his own

proper

The Conveyancer's Sulve, &c proper Goods and Chartels, from hence-

forth for ever.

To have and to hold the faid Timber-Timber. Trees, Lops, Tops and Shrouds hereby bargained and fold, or meant, mentioned or intended to be hereby bargained and fold, unto the said C. D. his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever.

To have and to hold all and fingular the faid Goods, Chattels, Money, Debts and other the Premisses aforesaid, unto the faid C. D. his Executors, Administrators and Affigns, to the only proper Use and Behoof of him the said C. D. his Executors, Administrators and Assigns for

ever.

To have and to hold all and fingular the faid Premisses hereby bargained and fold, or mentioned or intended to be hereby bargained and fold, and every Part and Parcel thereof, with the Appurehances, unto the faid C. D. his Executors. Administrators and Assigns, as his and their own proper Goods and Chattels, and to his and their own proper Ule and Behoof, from henceforth for ever.

To have and to hold the said Jewels, of Gods on Rings, Plate, Money, Houshold-stuff and Trust. other the Goods and Chattels above menzioned, and every Part thereof, (except as is herein before excepted) unto the faid C. D. his Executors, Administrators and Assigns for ever, as his own proper Goods and Chattels, upon special Trust and Confidence nevertheless, and to the intent and purpole

purpose that the said C.D. his Executors. Administrators and Assigns, shall and will employ and dispose of all and singular the faid Premisses in manner following ( that is to say, Oc.

and Sale of Londs.

In a Borgain. To have and to hold the said Melfuage or Tenement, Lands and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the faid C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever.

of Londs for s

To have and to hold the faid Messuage or Tenement and Premisses above mentioned with the Appurtenances, unto the said C. D. his Executors, Administrators and Affigns, for and during the Term of, c. next immediately enfuing and following, fully to be compleat and ended, in Exchange of and for one Messuage or Ter nement, situate, &c. now in the Possession of oc.

In Luchange of Lands in Foo.

To have and to hold the faid piece or parcel of Meadow Ground and Premisses hereby given and granted (or granted and released) or mentioned or intended to be hereby given and granted, &c. and every Part and Parcel thereof, with the Appurtenances, unto the faid C. D. his Heirs and Assigns for ever, in Exchange for the piece of Meadow Ground hereafter in these Presents mentioned to be given and granted in Exchange by the said C. D. to the said A.B. ें के का का कर है। 77 3 4 3

to ) but in the fluoring strong to ໃນກ່ອນປາກັນວ່າ 62 ອັກສະປະປະຕິເຊຍ ແລ 2 greg 3

To have and to hold the faid Messuage in a Dud of or Tenement and Premisses above men-Partition. tioned, and every Part and Parcel thereof, with the Appurtenances, unto the faid C. D. his Heirs and Alligns, in severalty to his and their own proper Use and Behoof for ever, And the faid C. D. for himself and his Heirs, doth Covenant, Grant and Agree to and with the faid A. B. his, &c. That he the said A, B. his, & s. shall and may from henceforth possess and enjoy, in full Satisfaction of his Share and Proportion of the faid Meffuages, Lands and Premisses above mentioned, all that other Messuage, &c. called, &c. To have and to hold the said last mentioned Messuage, &c. unto the said A. B. his Heirs and Affigns, in severalty to his and their own proper Use and Beboof for ever.

To have and to hold the faid Annuity Habendum to or yearly Rent of 201 and every Part Gram of an thereof, unto the faid C. D. his Executors, Amounty for a . Administrators and Assigns, for and during, and unto the full End and Term of 21 Years, and fully to be complear and ended, clear of all manner of Deduction and Abatements what soever, and payable and to be paid on the Feaff Days of, &c. yearly,

by equal Portions.

To have and to hold, receive, perceive, Amber on , cake and enjoy the faid Annuity or yearly Marriage. Rent of 201. unto the said C.D. his Executors, Administrators and Alligns, immediately from and after the Solemnization of the said intended Marriage of the said C. P. with the faid, &c. for and during the

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Term of 99 Years, thence next and infine-diately ensuing and following, sully to be compleat and ended; if the said C. D. and, &c. intended Wise of the said C. D. or either of them shall so long happen to live, payable and to be paid unto the said C. D. his Executors, Administrators and Assigns, in and upon the Feasts of, &c. by even and equal Portions, at or in the now Dwelling-House of the said T.C. in, &c. afore-said, the first Payment thereof to begin and be made on the First of the said Feasts which shall happen next after the Solemnization of the said intended Marriage.

To have and to hold the faid Annuity or yearly Rent-Charge of, &c. above mentioned, and every Part and Parcel thereof, unto the faid C. D. and his Assigns, for and during the natural Life of him the said C. D. payable and to be paid in and upon, &c. yearly, by even and equal Portions.

(Or thus) To have, hold, receive and take the said Annuity or yearly Rent of, &c. for and during the Term of his natural Life, at the Feasts of the Annunciation of the Blessed Virgin Mary, and St. Michael the Archangel, &c. yearly by equal Portions.

To have and to hold, receive and chioy the said yearly Rent of the unto the said C. D. his Heirs and Assigns for ever, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, to be paid at or in, the at or upon, the yearly by even and equal Portions, the first Pay-

ment

Per Life.

ment thereof to begin at the first of the said Days that shall happen next after the Date of these Presents.

To have and to hold, receive, perceive, he Per after a take and enjoy the faid Annuity of, &c; Ufe. unto the faid C. D. and E. F. their Heirs and Assigns for ever, payable and to be paid in and upon the Feafts of, &c. by even and equal Portions, the first Payment thereof to begin and to be made in and upon the first of the said Feasts which shall next happen after the decease of him the said

To have and to hold, all and fingular in Grant of the said Advowson and Premisses, and ever Part thereof, unto the faid C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever.

To have and to hold the faid hereby bar- Hebendum in gained and fold, or mentioned or intended Bergain and to be hereby bargained and fold, eighth a Skip. Part of the faid Ship and Premisses, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Affigus, as: his and their proper Goods, and to his and their proper Use and Uses for ever.

To have and to hold all and fingular the hear Leafifed faid Melluage or Tenement and Premisses Rock Rost. above mentioned, with the Appurtenances, unto the faid C, D, his Executors, Administrators and Assigns from the 25th Day of March next, for and during the Term of Seven Years, thence next enfuing, and fully to be compleat and ended. To

The Conveyancer's Outre, &c. To have and to hold the faid Manor. fo long live, or and all and fingular other the Premisses by Elect in thereby demiled or mentioned or intended · to be hereby demiled, and every Part and Parcel thereof, with the Appurtenances, unto the laid C. D. his Executors, Administrators and Assigns, from the Day of the Date of these Presents for and during, and unto the full End and Term of 21 Years' from thence next enfuing, and fully to be compleat and ended, if the said A. B. shall so long live; or ( if two or more Lives ) if was withe Estate and Interest of the said A. B. - therein shall so long continue. In a Lease of a To have and to hold the said Mill. Toll? Cultom and all and fingular other the Pre-milles hereby granted, with the Appure-Mill. nances, unto the faid C. D. his Executors, ... Administrators and Assigns, for and during -- the Term of leven Years, and fully to be compleat and ended. In a Legista. To have and to hold the faid Rectory! Parsmage, &c. or Parsonage, Tithes, Tenths, Glebe-Lands, Rents and Profits, with their and every of their Appurtenances, unto the faid C.D. his Executors Administrators and Affigus from, Oc. for and during and unto the el a full End and Term of 21 Years, from thence next enfuing, and fully to be compleat and ended.

In a Leafe of To have and to hold the said Share, or Plantations as piece or parcel of Land, and all and fingular other the Premisses and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the

' Term

Term of fewen Years, and fully to be com-

To have and to hold the said Messinge, in an Under-Tehentene and Lands afordsaid, with the Leafe for these Appurtenances, (except as in the said re-Tears and a cited Indenture is excepted.) unto the said.

C. D. his Executors, Administrators and Assigns from, C.c. next, for and during and unto the fall End and Term of three Years and a half, from thence next ensuing, and fally to be complete and ended.

To have and to hold the faid Meffuage Habendams in or Tenement and Premisses above granted, Chartel-Leafer and every Fart and Parcel thereof, with for 99 Years, the Appartenances (except before excepted) unto the said C. D. his Executors, Administrators and Assigns from the Day of the Date of these Presents, for and during and unto the sull kind and Term of 99 Years, from thence next ensuing, and fully so be complext and ended, if he the said C.D.

E. his Wife, and T. his Son, or any or either of them shall so long happen to live.

To have and rollold the faid Messuage One with age; or Tenement and Premisses; and every Part of Lives. thereof, with the Appurtenances (except before excepted) unto the said C. D. his Executors, Administrators and Assigns; from the Day of the Date hereof, for and dering and unto the sail End and Terminof sometimes and nineteen Years, from thence next ensuing, and fully to be complete and ended, if he the said C. D. aged about 35 Years, TahisiSan aged about 14 Years, and

E. F. Son of, ora aged about 12 Years, or any or either of them shall so long happen . . . . .

to live.

To have and to hold the faid demised Premiffes and every Part thereof, with the Apmultenances, unto the faid C. D. his Execubors, Administrators and Affigns from the Day informe Date of these Presents, for and dusing and unto the full End and Term of gy Years, from thence next enfuing and fully to be compleat and ended, if he the faid C. D. E. his Wife, and A. their Daughzer, or any or wither of them shall fo long happen to live.

dums in n

To have and to hold the faid Messuage or Tenemene, called, Oe. fituate, Oe. with Chattel Leafe. the Appurtonances unto the faid C. D. his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for, by and during and unto the full End and Term of 99 Years, from thence next enfuing, and fully to be complear and ended. if the faid C. D. E. his Wife, and C. their Son, or any or either of them, shall so long happen to live. And to have and to hold the faid Melfuage or Tenement, or and all other the Premisses before mentioned to be granted by the faid above recited indenture of Leafe, and every Part and Parcelethereof, with the Appurtenances, unto the faid C. D. his Executors, Administrators and Affigns, (Immediately from and after the Determination of the Estate of and in the same Premisses, by the said recited Indenture of Leafe before mentioned to be granted by the faid, or to thefaid, or.) for and during

during and unto the full End and Term of 99 Years, from thence next enfuing, and fully to be compleat and ended, if he faid C. D. and T. D. his Son, or either of them, shall so long happen to live.

To have and so hold all and singular the in a Chattel-faid Messing, Tenement and Premisses wer sin Reabove mentioned, with the Appurtenances, (except before excepted) unto the said.

C. D. his Executors, Administrators and Assigns, from and immediately after the.

Death, Surrender, Forseiture or other Determination of such Estate of the said E. F.

For and during the Term of 99 Years, thence next and immediately ensuing and following, and fully to be compleat and ended, if he the said C. D. and E. his Wise, or either of them shall happen so long to live.

To have and to hold the said Messuage in a Frickold or Tenement, Lands and Premisses above Leafe far 3 mentioned, with all and singular the Appurtenances, unto the said C. D. his Heirs and Assigns, from the Day of the Date of these Presents, for, by and during the natural Lives of him the said C. D. and T. D. and L. D. his Sons, and for and during the Life natural of every and either of them. longest living.

To have and to hold the said Messuage, in an Assignor Tenement and Premisses, and every Part ment of a and Parcel thereof, with the Appurtenances, Chartel-Lease, unto the said C. D. his Executors, Administrators and Assigns, for and during all the rest, residue and remainder of the said Term of 99 Years above regited, which

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is vet to come and unexpired (determinable

as aforelaid.)

To have and to hold the said before rechedDwelling-House and Close of Ground, and every Part and Parcel thereof, with the Appurtenances, unto the faid C. D. his. Executors, Administrators and Affigns from: the Day of the Date here if for, by and during all the rest, residue and remainder of the faid Term of 99 Years, in and by the said recited Indenture of Lease mentioned to be granted, yet to come and unexpired, if he the faid A. B. E. his Wife. and A. their Daughter, or any or either of them shall happen so long to live, in as large and ample manner to all Intents and Purposes as he the said A. B. his Executors, Administrators or Assigns now have or hath, may, might, should or ought to have held and enjoy'd the same, by virtue of the said recited Indenture of Lease, or by any other Ways or Means whatfoever.

Habendum of a

'To have and to hold the faid Messuage Term on Trust or Tenement, and all and singular other 10 Pay Debts, the Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the faid C. D. and E. F. their Executors, Administrators and Affigns from the Day of the Date of these Présents, for and during the Term of 21 Years from thence next enfuing, and fully to be compleat and ended. Upon special Trust and Confidence nevertheless, and to the Intent and Purpose that they the faid 6. D. and E. F. their Executors, Administrators and

Assigns shall, by, with and out of the Rents, Issues and Profits of the said Premisses, pay and latisfy all the Debts of the laid A. B. which he now doth owe to any Person or Persons whatsoever, with usual Interest for all the said Debts respectively, till the time of Payment thereof. And upon this further Trust and Considence, that after all the faid Debts shall be fully paid and sasisfy'd, they the faid C. D. and E. E their Executors, Administrators and Assigns, shall give up, and furrender the said. Messuage. Oc. hereby demised and granted or mentioned to be demised, Oc. unto such Person or Persons who shall have the next and immediate Estate therein, capable to accept of a Surrender, to the intent that the same Ferm; may be drowned and extinguished. And also shall pay all such overplus of Mony (if any shall be) as shall then remain in their Hands of the Money by them levied and received out of the Rents, Issues and Profits of the faid Messuage of Tenemens and Premisses, unto the said A. B. his Heirs

or Assigns.

To have and to hold the said Goods, Habendam of Wares. Merchandizes and all and singular Debis, Sec. to other the Premisses and every Part thereof Grediens of and also the said Debis, Sum and Sums of Bankrups.

Money so mentioned, set down and expressed; in the said Schedule hereto annexed; and also all Debis, Sum and Sums of Money whatsoever, due and owing to the said A. B. and his Estate, by and from the respective Persons therein named and mentioned as Debrors of any other Persons

son or Persons whatsoever, unto the said C. D. his Executors and Assigns for ever, in Trust to and for the Use, Benesir, Behoof and Advantage of the said C. D. and of all other the Creditors of the said A. B. who have already sought, or shall hereafter in due time come in as Creditors into the said Commission, and seek Relief thereby, and contribute to the Charges thereof, according to the Direction and Limitation of the several Statutes in that behalf made and provided, and to or for none other Use, Intent or Purpose whatsoever.

Makendam of Debts, with M Exception.

To have and to hold the said Debts, and every of them, to the faid C. D. his Executors, Administrators and Affigns, as fully to all Intents and Purpoles as the field A. B. his Executors or Administrators, might, could or ought to hold, receive, enjoy or take the same, by virtue of the faid Will of the faid, &c. or otherwise, saving only the Sum of, &c. remaining due from, &c. upon a Mortgage of Lands in, &c. which Debe and Mortgage the said A. B. is by Agreement to retain in his hands, and receive to his own Use, having allowed the Debt to the said C, D. out of the Money above mentioned to be paid by him to the faid A.B.

Habendam in an Affignment of Lands extended for Debt, &c.

To have and to hold the faid Messuages. Tenements and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all such Estate, Term and Intelest

erreft as the faid A. B. can or might have, or is interested therein, by virtue of the aforesaid Judgment, and the Proceedings thereon, in Trust nevertheless for the said. E. R. his Heirs, Executors, Administrators and Assigns.

To have and to hold the field Messuages or Tenements and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said: C. D. and E. F. their Executors, Administrators and Assigns, for and during all such Estate, Term and Interest, which the said A. B. can or may have unto, or be interested therein, by virtue of the aforesaid Extent or otherwise, in Trust nevertheless to and for the only proper Use and Behoof of the said G. H. his Executors, Administrators and Assigns.

To have and to hold the faid Messuage Habendam for Tenement, Lands, Hereditaments, and at the space all and singular other the Bremisses hereby a Person hash gianted and assigned, or mentioned or in-value tended to be granted brassigned with their and every of their Apputtenances unto the said C.D. his Executors, Administrators and Assigns, for and during all such Term and Estate, as he the said A.B. hath or oughe to have therein.

(Or thus) To have and to hold unto the faid C. D. his Executors, Administrators and Assigns, for all the Term and Interest which he the said A. B. hath or claimeth thereto.

Robendum for Trm offigued, &c.

Redemption.

To have and to hold the faid Mellhage. the residue of a or Tunement, Lands, Hereditaments and Premises above mentioned to be hereby. affigued; and every Part and Parcel thereof, with the Appurteeances, unto the faid C. D. his Executors, Administrators and Assignstand during all the rest and residue of the said Term of 200 Years above. recited, which is yet to come and unexpired. .... one...

> (Or thus) To have and to hold all and fingular, the faid Messuages, Lands, Tenements. Hereditaments and Premisses above. mentioned, and every Part and Parcell thereof, with the Appurtenances, unto the faid C. D. and E. F. cheir Executors, Administrators and Assigns, for and during all, the rest and residue of the said Term of, 500 Years above recited, which is vet to come and unexpired,

To have and to hold the faid Messuages, Term subject to Tenements, Heredicaments and Premisses. hereby assigned or intended to be assigned p and every Part and Parcel thereof, with, their and every of their Appurtonances unto the faid C. D. his Executors, Administ strators and Assigns from henceforth, for and during all the rest and residue yet ro come and unexpired, of the said Term of. 100 Years, and fully to be ended, as subiect and liable notwithstanding to be redeemed by the faid A. B., and his Heirs, Oas in manner as the same were before the making of these Presents. C 3375.53

To have, holdy receive and enjoy the of Rose for refaid yearly Rent of, orc. and every Pare fidne of a Tirm and Parcel thereof, and all the Arrearages and ample of the Idme, unto the faid C. D. his Exe-memer, &c. cutors. Administrators and Affigns, from the Day of the Date hereof, for and during all the rest and residue of the said Term of, &c. above mentioned to be granted by . the faid recited Indenture of Leafe, in as large and ample manner, to all Intents and Purposes as the said A. B. or his Assigns should or ought to liake done by Force of the faid Indenture; of by any other. Ways or Means what foever, at

To have and to hald the faid Rents and Hobendums in Premiss stereby granted and released, or Conveyances of mentioned or intended to be herebyigran Fee-Formted and released, and every of thorn, and every Part and Parcel thereof, with their and every of their Appurtenances unto the faid C. D. his Hairs and Affigns, to the only proper Use and Behoof of him the

faid C. D. his Heirs and Affigus for ever.

To have and to hold all and fingular Several Rents the faid Fee-Farm Rents and Premisses conveyed to seabove mentioned to be granted and re- veral Persons leased; and every Part and Parcel thereof. with their and every of their Appurtenances, unto the faid C. D. E. F. and G. H. and their Heirs, to the Ules, Intents and Purposes hereinafter mentioned, limited and declared, (that is to fay) as for and concerning all that the faid Annual Rent of we iffuing out of ore in the Ule of the faid C. D. his Heirs and Affigus for ever; and as for and concerning; all those the

To have and to hold the faid Messiage.

Habendum for

the refidue of a or. Timement, Lands, Hereditaments and Trm affigued, Premistes abovermentiqued to be handly. alligned; and every Part and Parcel thereof, With the Appurtues nees, unto the faid C. D. his Executors, Administrators and Affigure, Mr. and during all the rest and relidue of the faid Term of 200 Years above, recited; which is yet to come and unexpired. see one of the sale

(Or thus). To have and to hold all and singular, the said Messuages, Lands, Tenements. Hereditaments and Premisses above. mentioned, and every Part and Partell thereof, with the Appurtenances, unto the faid C. D. and E. F. cheir Executors, Administrators and Assigns, for and during all, the rest, and residue of the said. Term, of roo Years above recited, which is yet to. come and unexpired.

Redemption.

. :

To have and to hold the faid Messuages, Term subject to Tenements, Heredicaments and Premisses. hereby assigned or intended to be assigned. and every Part and Parcel thereof, with, their and every of their Appurtenances unto the faid C. D. his Executors, Administ strators and Assigns from henceforth, for and during all the rest and residue yet to. come and unexpired, of the faid Term of; 100 Years, and fully to be ended, as subject and liable notwithstanding to be redeemed by the faid A. B., and his Heirs, Oas in magner as the same were before the making of these Presents. J 1571 57

To have, hold, receive and enjoy; the Of Rou for refaid yearly Rent of, orc. and every Pare fidne of a Tirm and Parcel thereof, and all the Arrearages in as large of the same, unto the said C. D. his Exe-memer, &c. cutors, Administrators and Affigns, from the Day of the Date hereof, for and during all the rest and residue of the said Term of, &c. above mentioned to be granted by the faid recited Indenture of Leafe, in as large and ample manner, to all Intents and Purposes as the said A. B. or his Assigns should or ought to have done by Force of the faid Indenture; of by any other. Ways or Means what foever, at

To have and to hold the faid Rents and Habendums in Premistes hereby granted and released, on Conveyance of mentioned or intended to be hereby gran Fee-Fermted and released, and every of them, and every Part and Pascel thereof, with their and every of their Appurtenances, cunto the faid C. D. his Hairs and Affigus, to the only proper Use and Behoof of him the

faid C. D., his Heirs and Affigus for ever. To have and, to hold all and fingular several Rents the faid Fee-Farm Rents and Premisses conveyed to feabove mentioned to be granted and re- veral Persons leased; and every Part and Parcel thereof. with their and every of their Appurtenances, unto the faid C. D. E. F. and G. H. and their Heirs, to the Uses, Intents and Purposes hereinafter mentioned, limited and declared, (that is to fay) as for and concerning all that the faid annual Rent of or islaing out of ore in the Ule of the faid C. D. his Heirs and Affigns for ever; and as for and concerning all those 1 July 1 the

the said two several annual Rents of, Oc. to the Use and Behoof of the said E. F. his Heirs and Affigus for ever, and as for and concerning all that, &c. to the Use, &c. of the faid G. H. his Heirs and Affigns for ever, and to and for none other Use. Intent or Purpose whatsoever.

Mortz ige.

To have and to hold, take and receive Tollers, Orders, the faid three several Talleys, Orders and Amuities in a Annulcies, and all and fingular other the Premisses, unto the said C. D. his Executors, Administrators and Assigns, during the several and effective Lives of the laid, &c. and as fully and amply to all Intents and Purposes, as the said A. B. his Heirs, Executors and Administrators, or any of them should or might have had, held and enjoy'd the same, if this present Grant or As. figuraent had not been made.

eds for Torms L'Ilars.

To have and to hold the faid Meffuage Merigage of or Tenoment, Lands and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the faid C. D. his Executors, Administrators and Affigns, for and during the Term of 700 Years next and immediately enfuing and following, fully to be compleat and ended.

> To have and to hold all and fingular the said Farm, Messuages, Lands, Tenements, Heredicaments and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the faid C: D. his Faccutors, Administrators and Affigus, for and during the Term of 1000 Years, next and immediately enfuing and following,

following, and fully to be complete and ended.

To have and to hold all and fingular the faid Closes, Grounds, Lands, Tenoments, Heredicaments and Premisses above montioned, and every Part and Parcel thereof, with the Appurtenances, unto the faid C. D. his Executors, Administrators and Affigns, from, Oc. next coming, for and during and unto the full End and Term of Twenty Years from thence next ensuing, and fully to be compleat and endedn

To have and to hold the said definage two Habens or Tenement, Lands and Premises above dome of two mentioned, to be situate, &c. in she Post different Terms session of, &c. and every Part and Parcel in one Mora gage, without thereof, with the Appurtenances, when the impeachment of said C. D. his Executors, Administrations and Waste, &c. if Assigns, for and during the Term of Sixty Granter lives Years next ensuing, and fully to the comp. I long, &c. please and ended, if he the said A.B. shall so long happen to live.

And to have and to hold the faid Meffurage or Tenement, Lands, Hereditaments and Premisses above mentioned to be situate, or being the Residue of the Premisses above granted, and every Part and Partiel therefor, with the Appurtenances, muto the faid C. D. his Executors, Administrators and Assigns, for and during and conto the fall End and Term of 500 Years next and immediately ensuing and following, fully to be compleat and ended, without impendament of or for any manner of Waste.

Residue of two it. Totalsyctand to hold all and, singular the Terms affigued. said Lands and Premisses above-mentioned. and silver Part and Parcel thereof, with the Appurtenances, lunto the faid: C.D. his Execusors Addinishraton and Affigus, fide and dutine all the Rest and Residue of the laid lifeveral Torms of an Years, and an Years last above recised, which are ver to combiand inexpired szan and made To have and to holdsthe faid Messuage; Tenement and Premisses hereby assigned, or mentioned or intendett to be hereby afa . hand, and every Pair and Parcel thereof. with the Appurtenances, unto the faid C. D. his Executors, Administrators and Assigns: from the Day of the Date of these Presents for and during all the Rest and Residue of the faid Term of 99 Years, in and by the fairl first recited Indenture granted, now to some and unexpited therein; and from and after the Determination of that Term: for the faid Term of 99 Years granted in and by the faid last resided Indenture of Leafe by the faid, the tol the faid A. B. as aforefaid; determinable as aforefaid .: -

Residue of two on Truft.

To have and to hold all and fingular, the terms affigued, said Messuages, Tenements, Lands, Hereditaments and Premisses above-mentioned to be hereby affigued, and every Part and Parcel thereof, with the: Appurtenances, una to the faid C. D. his Executors, Admini-Ararors and Affigus, for and during all the Rest and Residue of the Said several Terms of con Years, and dr. above-mentioned. which is yet to come and unexpired, in Trust nevertheless to and for the only pro-

per

per Use and Benefit of the faild E. R. and G. H. their Heirs, Executors, Administra-

- To have and to hold all and fingular the Habendata of faid Prebend, Parforage, Lands, Tene Louis to a thents, Hereditaffieres and Premiffes above. Mon and his mentioned, and every Part and Parto the Live of elibercof, with the Appurtenances, linko the other Perfett. faid C. D. his Heirs and Affigns, to the only proper The and Behoof of the laid C. D. his Heirs and Affigns, for and during the natural Lives of the faith A. B. Di B. and C. B. and for and during the Life with the life recurse of the longest Liver esthem! To have and to hold all and fingular the Reflict of w. faid Manors, Meffinges, Lands, Tenemenes, Term in of Hereditaments and Premiffes above men figument of . tioned, and every Part and Parcel thereof, Murgage, char with the Appurtenances, unto the faid C of Equity of Re-D. his Executors; Administrators and An demption, &c. lights, for and during all the Refleand Refle due of the faid Term of 100 Years above recited, which is yet to come and unext pired.

To have and to hold-all and fingular the faid Manor and Premisses above menthoned, and every Part and Parcel thereof, with their and every of their Apputtenances, unto the faid C. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 700 Years above recited, which is yet to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition in the faid recited Indenture conbained, and of and from all Benefit and Equity

Equity of Redemptions by Virtue or Colour thereof, or otherwise howsoever.

In a Mortgage in For,

faid Mossinges, Lands, Tenements, Heroditafaid Mossinges, Lands, Tenements, Heroditaments and Premisses above recited, and no very Part and Parcel thereof, with the Appurcesances, unto the said C.D. his Heira and Assigns, to the only proper Use and Behoof of the said C.D. his Heira and Assigns for ever; and that freed and discharged of and from all Benefit and Equity of Redemption whatsoever.

Elabendum in a Release of Equity of Redemption of Londs Mors-

To have and to hold all and fingular the faid Mellipse, Lands, Tenements, Horoditaments and Premisses above-mentioned, and every Part and Pargel thereof, with the Apputtenances, unto the faid C. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of you Years above recited, which is yet to come and unexpired, freely and clearly acquirted and discharged of and from all Benefit and Equity of Redemption whatsoever.

To have and so hold the faid feveral Pieces or Parcels of Meadow and Pasture Ground, with the Appurtenances, and all and singular other the Premisses hereby granted and released, or meant, mentioned or intended to be hereby granted and released, muso the said G. Di his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 99 Years yet up come and mempired, absolutely fore-closed and debarred of and from the Proviso of Re-

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Redemption in the faid recited Indenture mentioned, and from all Benefit and Equi-

ty of Redemption what soever.

To have and to hold all and fingular the Helendum is Taid Mellinages, Lands, Tenements, Here- Alleman of disaments and Premisses above mentioned Morrgages to to be hereby affigued, and every Part and gages in Fig. Parcel thereof, with the Appurtenances, unto the faid G. D. his Executors, Adminifrators and Alligns, for and during the Remainder, of the faid Term of 500 Years above recited, which is yet to come and mexpired, in Trust to and for the faid E. F. his Executors, Administrators and Affigns, yet nevertheless to be redeemed and redeemable by the faid A. B. his Heirs or Assigns, and to be subject to the Proviso or Condition contained in one Indenture, bearing even Date with these Presents, and made between the laid A B. of the one Part, and the faid C. D. of the other Part. and to and for none other Use, Intent or Purpose whatsoever.

To have and to hold the laid Messuage Aucher of the or Tenement, Lands, Hereditaments and like Nature. Premisses above recited, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. and E. F. their Executors, Administrators and Assigns, for and during all the Rest and Residue of the faid Term of, &c. above mentioned, which is yet to come and unexpired; nevertheless upon Trust, and for the only proper Use and Benefit of the said G, H. his Executors, Administrators and Alligns, and to be subject and liable to be redeemed by

the said A. B. his Heirs and Assigns, on full Payment of the said soo L and Interest according to the Putport of the said

Indenture, bearing Date, Crc.

To attend Ules declared in

To have and to hold the faid Messuage or Tenement, &c. above mentioned to be another be ... hereby assigned, and every Part and Par-: cel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years above recited, which is yet to come and unexpired; in Trust for such Ends, Intents and Purpoles, as shall be declared in and by one Indenture, intended to bear Date the Day next after the Day of the Date hereof, and to be made between the faid C. D. of the one Part, and the faid A. B. of the other Part.

Habendum in To have and to hold all and singular the Affignment of said Messuage, Lands, Tenements, Here-· Marigage to ditaments and Premisses above mentioned on a Purchase. Parcel thereof, with the Appurtenances, unto the faid C. D. and E. F. their Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above mentioned, which is yet to come and unexpired, in Trust for the said G. H. his Heirs and Asfigns; and fuch other Person and Persons to whom the Freehold and Inheritance of the faid Premisses shall appertain and belong, to protect and defend the same from all subsequent Incumbrances.

To have and to hold the faid Messuage Hapendam in or Tenement and Premisses above-menti- a Grant of oned, and every Part and Parcel thereof, Man and his with the Appurtenances, unto the said Heirs, &c.

C. D. his Heirs and Assigns, for ever.

To have and to hold the faid Capital Messuage, Manor, Hereditaments and all and fingular the Premisses hereby granted and conveyed, or mentioned or intended to be granted and conveyed, with their and every of their Appurtenances, unto the faid C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns, for ever.

To have and to hold all and fingular In a Release or the said Premisses above mentioned, and Conveyance of every Part and Parcel thereof, with the Lands to a Appurtenances, unto the faid C. D. his Heirs. Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and

Assigns, for ever.

To have and to hold the faid Messuage, Tenement or Dwelling-house, and all and singular other the Premisses hereby granted and released, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, for ever.

To have and to hold the faid Messuage Under . or Tenement, Lands and Premisses above rearly Rome. mentioned, with the Appurtenances, unto the faid C. D. his Heirs and Assigns, to the only proper Use and Behoof of him the faid C. D. his Heirs and Assigns for ever,

under the yearly Rent of 1 s.

his Heirs, to be holden of she

To have and to hold the faid Messuage or Tenement, Lands, Hereditaments and Promisses, and every Part and Parcel thereshief Lord, &c. of, with the Appurtenances, and the Rents. Reversions, Remainders and Services thereof, and of every Part and Parcel thereof. unto the faid C. D. Party to these Presents. his Heirs and Assigns, to the only Use and Behoof of him the faid C. D. Party to these Presents, his Heirs and Assigns, for ever, to be holden of the Chief Lord or Lords of the Fee or Fees of the Premisses. by the Rents and Services therefore due and of right accustomed. To have and to hold the faid Meffuage.

& Man and his or Tenement and Premisses hereby grant-Heirs, to such ed and released, or mentioned or intend-

point.

Ofes as he fall ed to be hereby granted and released, and limit and op-every Part and Parcel thereof, with the Appurtenances, unto the faid C. D. his Heirs and Assigns, for ever, to such Uses. Intents and Purposes, as the said C. D. shall by any Deed in Writing under his Hand and Seal, testified by two or more credible Witnesses, from time to time limit, direct or appoint; and for want of fuch Limitation, Direction or Appointment, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns, for ever.

B Release to make Tenant so the Freebold to Suffer Recoveries.

To have and to hold the faid Messuage or Tenement, Lands, Hereditaments and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the faid C. D. his Heirs and Asfigns, to the only proper Use and Behoof of the faid C. D. his Heirs and Affigns, for

ever, to the Intent and Purpose only that he may be made a perfect Tenant of the Freehold of the said Premisses, for a Præcipe to be brought against him; whereupon a common Recovery may be had and fuffered of the same Premisses, according to the usual Course of common Recoveries for docking and cutting off Estates Tail in fuch Cases.

To have and to hold the faid Messuages, Author of the Tenements, Lands and Premisses hereby like Nature, granted and released, or mentioned or in-where two Retended to be hereby granted and released intended to be and every Part and Parcel thereof, with suffered. their Appurtenances, unto the faid C. D. and E. F. and their Heirs, for ever, to and for the only proper Use and Behoof of the faid C. D. and E. F. and their Heirs, for evermore, to the only Intent and Purpole that the said C. D. and E. F. shall and may become perfect Tenants of the Freehold of the said Messuages, Lands and Premisses: and shall and may stand and be seised thereof, until two good and perfect common Recoveries, with double Vouchers over, may be duly had, suffered and executed of and for the faid Meffuages, Tener ments, Lands and Premisses, according to the usual Course of common Recoveries. for the Assurance of Lands and Tenements in such Cases used and accustomed.

To have and to hold all and fingular the Author after faid Messuages, Tenements and Premisses much monabove mentioned to be granted, and every ner, feeting. Part and Parcel thereof, with the Appurte-Proceedings. nances, unto the said C. D. his Heirs and

reaching.

Cloths for

Poor yearly.

and G. H. their Heirs and Assigns for ever; nevertheless upon the Trufts, and for the several Ends, Intents and Purposes following (that is to lay) in the first Place, in Trust, that by, with and out of the Renrs and Profits of the faid Premiffes, there thall be paid yearly unto the Minister of the said Parish of, &c. 10's. to read Divine Service, and preach a Sermon in the Parish-Church of, c.c. aforefaid, upon the 30th Day of fanuary yearly for ever; and in the next Place, there shall be yearly for ever laid out the Sum of &c. in huying coarfe Woollen Cloth, to the full Value thereof, to be cut out before and in the Presence of the Minister and Church-wardens of the faid Parish for the time being on the said 30th Day of January yearly, or so many of them as shall be present, to be distributed and given to fuch poor House-keepers and such poor Children inhabiting in the said Parish of, c.c. aforesaid, which shall be present at the Divine Setvice and Sermon so to be read and preach'd as aforelaid, and decently behave themselves there, as the Minister and Church-wardens for the time being shall appoint to receive and take the faid Charity; and shall and ought to apply and lay out the Rendue of the Rents and Profits of the said Lands yearly for ever in magner following, viz The Sum of 10 s. w to be laid out on Twenty Loaves of Six-

Prenty penny Bread, to be diffributed to Twenty Poor People of the faid Parish of, Oc. imthe diately after Divine Service on occ. Sun

yearly, until the Residue of the

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Money which shall so remain, shall be disposed of, except the Sum of Five Shillings, which shall be kept until, &c. then next following, and then to be laid out in Ten Loaves of Six-penny Bread, to be diffributed by the Minister and Church wardens of the said Parish of, &c. to Ten poor People of the lame Parish, and so to be given and disposed of in like manner yearly for ever, and to and for none other Uses. ďς.

To have and to hold the faid Leafes, Hebendam of Mortgages and other Estates and Securities Goods, Chairin the faid Schedule hereto annexed, men-tols, Leafes, in the faid Schedule hereto annexed, men-Morgages, tioned, and all and every the Meffluages, &c. # Traft, Lands, Tenements and Hereditaments in to raise No. them contained, unto the said C. D. and my Sec. and E. F. their Executors and Administrators for for the separate and during all the Rest, Residue and Re-Wife in a Setmainder of the said several Terms, Estates slement, &c. and Interests granted or mentioned to be granted by the faid Leafes and Mortgages, and now in being and not determined, which are to come and unexpired; and to have and to hold the said Leases, Mortgages, Bonds, Plate, Jewels, Goods and Housholdfluff, in the said Schedule hereto annexed, mentioned, unto the faid C. D. and E. F. their Executors and Administrators, as their own proper Goods and Chattels from henceforth for ever; nevertheless upon the feveral Trusts and Confidences, and for the several Ends, Intents and Purposes following, (that is to say) that they the said C, D. and E. C. and the Survivors and Survivor of them, and the Executors and Administra-

der, as the Wife [ball di-

first Place to call in and receive the said Mortgage-Money, and Money fecured by Bond, and apply and pay the same towards the Raising and Payment of the said 5000 l. and in the next Place, in Trust that the said C. D. and E. F. their Executors, Administrators and Assigns, shall and ought to apply the Rents and Profits of the faid Leafehold Estate towards Raising and Payment of the said 200 l. per Ann. and for the separate Use of the said E.B. and such other Trusts as by one Indenture of Release, bearing equal Date herewith, and made between, &c. are limited, declared and ap-, pointed, during the Lives of &c. and afterwards shall and ought to make such Asfignments, Grants and Dispositions of the faid Leafes, Plate, Goods and Chattels, and the Proceeds thereof, as the said E. B. alone testified by three or more credible Witnesses shall direct and appoint, subject nevertheless to the Trusts in the last Will of the faid, Oc. and in case the said E. B. shall make no Direction or Appointment, then the faid C. D. and E. F. and the Survivors and Survivor of them, are to stand possessed thereof for the fole and separate Use and. Benefit of the faid E. B. her Executors and Administrators.

Aunuities for 99 Years, in Trust for the Husband and Daughters,&c

To have, hold, receive, take and enjoy a Settlement of the said Annuities and the Talleys and Orders thereon made unto the said C. D. E.F. and G. H. their Executors, Administrators and Assigns for and during all the Rest and Wife and their Residue of the said Term of 99 Years

which is yet to come and unexpired; nevertheless upon this especial Trust and Confidence, that they the faid C. D. E. F. and G. H. and the Survivor of them, and the Executors and Administrators of such Survivor, shall and will permit and suffer the said Annuities to be received, had and taken in manner following, (that is to fay) by the faid A. B. and his Assigns during so many Years of the faid Term as he shall happen to live; and after his Decease, then by the said E. his Wife and her Assigns during so many Years of the said Term as she shall happen to live; and after her Decease, then by all and every such Daughters of the faid E. by the faid A. B. lawfully begotten, or to be begotten, as shall live to be married, or attain to the Age of 21 Years, equally to be divided between them, Share and Share alike, during the Remainder of the said Term, not as Joint-tenants, but as Tenants in Common; and if there shall happen to be but one such Daughter, then by fuch only Daughter, her Executors and Administrators during the Remainder of the said Term; and in case there shall be no such Daughter, then by the Executors, Administrators and Assigns of the said A. B. for and during the Remainder of the faid Term of 99 Years. without any Account to be given to the faid C. D. E. F. and G. H. their Executors. Administrators or Assigns for the same; and to, for and upon no other Trust, Intent or Purpose whatsoever.

Nabendum in a Marriage-Settlement of Lands beld by Chattel-Leafe to a Husband and Wife, &cc. fubjest to limitation.

To have and to hold the faid Messuage, Tenement and all other the Premisses, with the Appurtenances, unto the faid C. D. E. F. and G. H. their Executors and Administrators, for and during all the residue and remainder of the said Term of 99 Years above recited, which is yet to come and unexpired, determinable as aforesaid. at and under the yearly Rents, Covenants, Conditions and Agreements in the said recited Indenture of Lease mentioned and contained. Upon the Trusts, and to the several Uses, Intents and Purposes hereafter mentioned and declared (that is to fay) that they the faid C.D. E.F. and G. H. and the Survivors and Survivor of them. their Executors and Administrators, shall and will permit and fuffer the faid A. B. and his Affigns, to have, hold, profess and enjoy the faid Messuage, Tenements and Premiffes, with the Appurtenances, and receive the Rents, Issues and Profits thereof. to his and their own Use and Benefit, for and during to many Years of the faid Term of 99 Years, as he shall happen to live. And also from and immediately after the Death of the said A. B. (in case the said intended Marriage takes Effect) shalland will permit and suffer the said E. L. and her Affigns, to have, hold, possess and enjoy the said Messuage, Tenement and, Premisses above mentioned, with the Appurtenances, and receive the Rents, Islues and Profits thereof, to her and their own Use and Behoof, for and during so many Years of the said Term of 99 Years, as fhall

shall run out and expire in the Life-time of the said E. L. And also from and after Power of Limithe Death of the faid A. B. and E. L. Chall tation. and will permit and fuffer fuch Person and Persons to whom the said A. B. shall by his Last Will and Testament, or by any Deed or Writing under his Hand and Seal, give, demile, limit or appoint the said Premisses, or in Default of such Appointment, shall and will permit and faffer the Executors and Administrators of the faid A. B. to have, hold, possess and enjoy the faid Messuage, Tenement and Premisses, with the Appurtenances, for and during all the rest, residue and remainder of the said Term of 99 Years, which shall be then to come and unexpired; and to and for none other Use, Intent or Purpose whatsoever.

To have and to hold the faid Messuage, Historian of O'c. unto the faid C. D. and E. F. their Lands for re-Executors, Administrators and Affigns, for sidue of a Term, and during all the rest and residue of the and also of faid Term above recited, which is yet to Goods on Traff come and unexpired. And to have and to Assument or hold the said Goods, Chattels and Houshold-Settlement. stuff unto the said C. D. and E. F. their Executors and Affigns, from henceforth for ever, nevertheless upon this especial Trust and Considence, that the said C. D. and E. F. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will at all times from henceforth, tratil the faid intended Marriage between the faid A. B. and the faid E. L. shall happen to be solemnized,

permit and fuffer the faid E. L. her Executors and Affigns, to hold, use and enjoy the said Premisses, Goods, Chattels and Houshold-stuff, and to receive the Profits thereof, to her and their own proper Use and Benefit; and from and after the Solemnization of the said intended Marriage. then upon this further Frust, that the said C. D. and E. F. and the Survivor of them. and the Executors and Administrators of the same Survivor, shall and will permit and fuffer fuch Person and Persons to hold. use and enjoy the said Goods, Chattels and Houshold-stuff in the Schedule or Inventory hereto annexed, mentioned, as she the faid E. L. shall at any time during her Life, give or dispose of the same, or any Part thereof, and unto and until such Gift or Disposition, shall and will permit and suffer the faid E. to use and enjoy the same. And upon this further Trust and Considence, that the said C. D. and E. F. and the Survivor of them, the Executors and Administrators of the same Survivor, shall and will immediately from and after the Solemnization of the faid intended Marriage, during so many Years of the remainder of the faid Term above recited, as the faid A. B. and E. both shall live, shall and will permit and fuffer the faid A. B. and E. to hold and enjoy the faid Messuage, Lands, Tenements, Hereditaments and Premisses above mentioned, and receive the Rentsand Profits thereof, to their own Use; and from and after the Death of them the faid A. B. and E. and the Survivor of them,

The Limitation of the Lands.

then upon this further Trust that the said C. D. and E. F. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will during the remainder of the faid Term which shall be then to come, permit and suffer fuch Person, &c. to enjoy, &c. as the said E. by Deed in her Life time or Will, &c. shall give or dispose of the same; and for Default of such Gift or Disposition, &t. then upon Trust, &c. to permit the Executors, Administrators and Affigns of the faid E.L. to hold and enjoy the faid Premisses, and to receive the Profits thereof to their own proper Use and Benefit, without rendring any Accompt thereof to the faid C. D. and E. F. or the Survivor of them, or the Executors or Administrators of the fame Survivor, of or for the same, and to and for none other Truft, Intent or Purpose whatsoever.

To have and to hold the faid Messuage, Habendum of Lands, Tenements, Hereditaments and Pre-Lands in Fee, misses above mentioned to be lying and and alfo of being at, &c. and every Part and Parcel due of a Term thereof, with the Appurtenances, unto the en Trust to raise faid C. D. and E. F. their Heirs and Assigns; and pay Money, to the only proper Use and Behoof of the &c. and afterfaid C.D. and E.F. their Heirs and Assigns wards for a for ever. And to have and to hold the Wife and his faid Messuage or Tenement, Lands and Heirs and Premisses above mentioned to be situate, Executors, &c. &c. and every Part and Parcel thereof, with the Appurtenances, unto the faid C.D. and E. F. their Executors, Administrators and Affigns, for and during all the rest and

residue of the said Term of, &c., above mentioned, which is yet to come and unexpired. Nevertheless upon this especial Trust and Confidence, and to this End, Intent and Purpose, That they the said C. D. and E. F. and the Survivor of them. and the Heirs, Executors, and Administrators of fuch Survivor, shall and will in the first Place, out of the Rents and Profits of the said Premisses, raise and pay the Sum of, c. now due and owing to the said, &c. with Interest for the same; and in the next place shall and will raise, and pay yearly, and every Year during the joint Lives of the said A. B. and E. his Wife, the clear yearly Sum of, &c. And shall and will allo during the Life of, &c. raise and pay to the said, &c. the clear yearly Sum of, &c. and after raising and Payment of the said several Sums to the several Persons above mentioned; then they the said C. D. and Rents and Pro. E. F. shall, will and ought to permit and firs; bon appli- suffer the residue of the Rents and Profits of the Premisses to be received and taken by the said A. B. &c. and his Assigns during his Life, for his fole Use and Benefit; and from and after the Decease of the faid A. B. then in Trust, that they the faid C. D. and E. F. and the Survivor of them, and the Heirs, Executors and Administrators of such Survivor, shall and ought, either by Mortgage, Sale or otherwife, to raise and pay to the said, &c. the full Sum of, &c. within fix Months after his Death, with usual Interest therefore from his Death, and shall and ought also în

Residue of

in like manner to raise and pay to the faid, &c. the Sum of, &c. with Interest from his Death, she being unmarried, or having been married in the Life-time of her Father and Mother, with their consent s And as to the Premisses lying in, &c. charged and chargeable as aforefaid, in cafe the same shall not be sold for the Purposes aforesaid, in Trust for the right Heirs of the faid A. B. for ever.

To have and to hold all and fingular the Habendam to a faid Manor, Earm and Premisses, with the Settlement to a Appurtenances, unto the faid C. D. his Heirs Heirs Meles, and Assigns for ever, to, for and upon the acc. feveral Uses, Intents and Purposes hereinafter particularly mentioned, limited, expressed and declared, (that is to say) To the Use and Behoof of the said A. B. and his Affigns, for and during the Term of his natural Life, without Impeachment of Waste; and from and after his Decease. then to the Use and Behoof of C. B. Son of the said A. B. and to the Heirs Males of his Body lawfully to be begotten, and for Default of fuch Issue, then to the Use and Behoof of the faid A.B. his Heirs and

To have and to hold all and fingular the Habitudian in faid Messuages, Lands, Tenements, Here- Marriageditaments and Premisses above mentioned Settlement to to be hereby granted, with their and every his Wife for of their Appurtenances, unto the faid C. D. ber Jointare, and E. F. their Heirs and Assigns, to and the first and for the several: Uses, Trusts, Intents and other Sous, Purposes herein-after finited, expressed and with Terms to declared, (that is to fay:) to the Use and Behoof

Migns for ever.

Behoof of the faid C. R. and his Affigns. for and during the Torm of his natural Life, without impeachment of or for any manner of Walter and from and after the Determination of that Estate, to the Use and Behoof of the faid C. D. and E. F. and their Heirs, for and during the natural Life of the faid G. R. upon Trust to funnort and preferve the contingent Remainders herein after limited from being defeated or defindy'd, and for that Purpose to make Entries and bring Actions, as oceather shall require; but nevertheless in Trust to permit and suffer the said C. B. and his Affigns to receive and take the Rents, lifties and Profits thereof, to his and their own: Use and Boabsit, during his To the Wife for natural Life : and from and! after the Dober Juin me. cease of the said C. B. to the Use and Behoof of the faid E. Wife of the faid C. B. for and during the Tom of her natural Life for her Jointure; and from and after the decease of the Survivor of them the faid C. B. and E. his Wife, to the Use and Behaof of the fielt Son of the Rid C. B. on the Body of the faid E. his Wife to be begotten, and of the Heirs-Males of the Body of flick first Son lawfully issuing, and for Default of fuch liftie, to the Use and Behoof of the fecond Son of the faid C. R. on the Body of the said E. his Wife to be begot-

ten, and of the Heirs Males of the Body of fuch second Son lawfully issuing, and for Default of such Issue, to the Use and Behoof of the third, fourth, fifth, fixth, senth, eighth, ninth and tenth, and all

and every other Son and Sons of the faid C. B. on the Body of the faid E. his Wife. begotten and to be begotten, severally and fucceffively, and in remainder one after another, as they shall be in Priority of Birth and Semiority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every fuch Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, and for Default of fuch Issue, to the Use and Behoof of the said G. H. J. K. &c. their Executives of 1000 tors, Administrators and Assigns, for and Trank during and unto the full End and Term of rooo Years, thence next following and fully to be ended, without Impeachment of or for any manner of Waste, upon the Trusts, and to and for the Ends, Intents and Purposes herein-after declared, mentioned and expressed, of and concerning the same Term; and from and after the Determination of the said Term of 1000 Years, to the Use and Behoof of the said A. B. his Heirs and Affigns for ever.

To have and to hold all and fingular the Hoberdam in faid Messuages, Lands, Tenements and He-Settlement reditaments above mentioned, and every made to True Part and Parcel thereof, with the Appur-fees for the Ufe tenances, unto the said C. D. E. F. and of the Husband G. H. their Heirs and Assigns, to and for intil marriage, the several Uses, Intents, Trusts and Pur-Life, and to poses herein-after mentioned, limited, ex- his Wife for pressed and declared (that is to say) to the Life, remain-

der to their

Meter Mules, and his Heles, &c. The Lippinssian to the Wife is in Bar of Dower, and what she may claim by the Custom of the City of London, and with other Lands to be fettled, is in full of her Jointure, &c.

the said A. B. shall so long live, without

Impeachment of or for any manner of Waste: and from and after the Determination of that Estate, by Forseiture or otherwise, then to the Use and Behoof of the faid G. H. J. K. and L. M. and their Heirs, during the Life of the said A. B. to support and preserve the contingent Remainders herein-after limited from being defeated, barred or destroyed, and for that purpose to bring Actions or make Entries as the Law shall require. But nevertheless,

The Wife to per Ann.

in Trust to permit the said A. B. to receive the Profits during his Life; and from and review as An after the decease of him the said A. B. then mits of sool to the Intent, and to this End and Purpose that the said E. Wife of the said A. B. and her Assigns, shall and may have, receive and take out of the faid Manors and Premisses above mentioned, one Annuity or yearly Rent-Charge of 500 L per Ann. during her natural Life, for her Jointure, and in lieu and full Satisfaction for her Dower. payable and to be paid half-yearly (viz.) in and upon the 25th Day of Merch, and the 29th Day of September, by even and equal Portions, clear of and over and above all Taxes, Payments and Repriles whatfoever, the first Payment thereof to begin and be made on such of the Days aforesaid, as shall first and next happen after the Death of the said A. B. And if it shall happen the said Annuity or yearly Rent-Charge of 500 l. or any Part thereof, to be behind and unpaid, in part or in all, by the Space.

Space of 21 Days, &c. [ Here infert the usual Remainder Clause of Distress. And as for and concern-charged with ing all and fingular the faid Manors and the Annuity Premisses above mentioned, immediately after the Death of the said A. B. charged and chargeable with the faid Annuity or yearly Rent-Charge of 500 l. per Ann. and Distresses therefore as aforesaid, to the Ule and Behoof of the first Son of the Body of the said A. B. on the Body of the said E. his Wife begotten, or to be begotten, and the Heirs Males of the Body of such first Son lawfully to be begotten; and for Default of fuch Issue, then to the Use and Behoof of the second Son of the Body of the said A. B. on the Body of the said E... his Wife begotten, or to be begotten, and the Heirs Males of such second Son lawfully to be begotten; and for Default of ... fuch Issue, then to the Use and Behoof of the third Son of the Body of the said A. B., on the Body of the faid E. his Wife begotten, or to be begotten, and the Heirs Males of the Body of fuch third Son lawfully issuingsp and for Default of fuch. Issue, then to the Use and Behoof of the fourth, fifth, fixth, feventh, eighth, ninth and tenth Son and, Sons, &c. and of all and every other the Son and Sons of him the said A. B. on the Body of her the faid E. his Wife, to be begotten, and the Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully to be begotten, feverally and fireceffively one after another, as they shall be in Seniority of Age and Priority of: Birth,

Birth, (that is to fay) The elder of such Son and Sons, and the Heirs Males of his Body, always to be preferred, and take before the younger of fuch Son and Sons. and the Heirs Males of his Body; and in Default of fuch Issue, and in case the said E. at the time of the Death of the said A.B. shall be Ensient or with Child, to the Use, and Behoof of the faid E. until she shall be deliver'd of fuch Child, and in case she shall be delivered of a Son, then to the Use and Behoof of such after-born Son, and the Heirs Males of his Body lawfully begotten; and for Default of such Issue, then to the Use and Behoof of the faid G. H. J. K. and L. M. their Executors, Administrators and Affigns, for and during the Term of 500 Years, from thence next enfuing and following, and fully to be complear and ended, Upon the Trusts and Subject to such Conditions as are herein-after expressed and declared concerning the said Term; and from and after the Expiration or other sooner Determination of the said Term of goo Years, then to the Use and Behoof of the said A. B. his Heirs and Affigns for ever.

Term to True Rees.

innuities, Fee. Form-Rents. bis Wife, and their Heirs Male, &c.

To have and to hold the faid Annuity or settlement of yearly Sum of 200 l. unto the faid C.D. and E. R. their Executors, Administrators and Affigns from henceforth, for and during all the rest and residue now to come and unexpired of the said Term of Nevertheless upon the Trusts herein-after mentioned, (that is to fay)

Upon Trust and Confidence, that they the faid C. D. and E. F. and the Survivor of them, and the Executors and Administrators of fuch Survivor, shall and will permit and fuffer the faid A. B. and his Affigns to receive and take, to and for his and their own Use and Benefit the said Annuity or yearly Sum of 200 l. for and during fo many Years of the said Term of 99 Years as he the faid A. B. shall happen to live; and from and after the decease of the said A. B. in Trust to permit and suffer the faid E. his Wife, and her Assigns, to receive and take, to and for her and their own Use and Benefit, the faid Annuity or yearly Sum of 200 l, for and during fo many Years of the faid Term of 99 Years. as she the said E. shall happen to live in further part of her Jointure, and from and after the decease of the Survivor of them the faid A. B. and E. his Wife, then in Trust for, &c, and for want of such, &c, then in Trust for the said A. B. his Execuduring the then residue of the said Term of 99 Years. And this Indenture further Witnelles, &c. Hath granted, &c. To have and to hold all and singular the said Manor, Messuages, Lands, Tenements, Fee-Farm-Rents, Hereditaments and Premisses above mentioned to be hereby granted, with their and every of their Appurtenances, unto the said C. D. and E. F. their Heirs and Assigns, to and for the several Uses, Trusts, Intents and Purposes herein after limited

Settlement of the Fee-Form-Rents.

limited, expressed and declared, (that is to fay ) As for and concerning all, and. every the faid Fee-Farm-Rents hereby granted, to the Use and Behoof of the said A.B. and his Assigns, for and during the Term of his natural Life; and from and after the Determination of that Estate, to the Use and Behoof of the faid C. D. and E. R. and their Heirs, during the natural Life of the faid A.B. Upon Trust to preserve and support the contingent Remainders hereinafter limited, from being defeated or deftroy'd; and from and after the decease of the said A. B. to the Use and Behoof of the said E. his Wife, for and during the Term of her natural Life, in full of her Tointure; and from and after the decease of the Survivor of them the said A. B. and E. his Wife, to the Use and Behoof of the first Son of the said A. B. on the Body of the said E. his Wife to be begotten, and of the Heirs Males of the Body of fuch fir ! Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second Son, &c. (And so on to the tenth Son, &c. as in Page 247. ) And for Default of such Issue, to the Use and Behoof of the said G. H. J. K. and L. M. their Executors, Administrators and Assigns, for the Term of 1000 Years, &c. upon Trust, &c. and from and after the Determination of the said Term of 1000 Years, to the Use and Behoof of the said A. B. his Heirs and Affigns for ever."

To have and to hold the faid Manor, Habendum in Messuages, Tenements, Lands, Heredita- a Settlement ments and Premisses above mentioned to age to the Harbe granted and released, with their and band, &c. ... every of their Appurtenances, to the said til the Mar-C. D. E. F. and G. H. and their Heirs, to riege, then for the several Uses, Intents and Purposes, and Life, a Term upon the Trusts, and under the Provisoes 100 Team if herein-after mentioned and declared, (that the Wife live is to fay) To the Use of the said A. B. and so long, so pay his Affigns, until the faid Marriage shall ber on Annuity, be had and solemnized, and from and af-then to the first ter the Solemnization of the faid intended then to the Marriage, then to the Use of the said Heirs Wales of A. B. the younger, for and during the of the Hue-Term of his natural Life, without Impeach-band, with ment of or for any manner of Waste; and Tree of 500 after the Determination of that Estate, Daughters then to the Ule of the said C. D. and E. F. Portions, and and their Heirs, for and during the Life Remainder to of the faid A. B. the younger, in Trust to Husband's preserve the contingent Uses and Estates herein-after limited from being prevented and destroy'd, and to make Entries for that purpole, as the Case shall require; and after the decease of the said A. B. the vounger, then to the Use and Behoof of the faid C. D. and E. F. and their Assigns, for and during the Term of 100 Years, if The Term of the said E. L. (intended Wife of the said 100 Tears A. B.) shall so long live, upon the Trusts reased. herein after declared, and after the Expiration or other sooner Determination of the said Term of 100 Years, to the Use of the first Son of the said A. B. the younger, upon the Body of the faid E. lawfully to be begot-

begotten, and to the Heirs Males of the. Body of fuch first Son lawfully issuing; and for Default of such Issue, to the Use of the fecond Son of the faid A. B. the younger, upon the Body of the faid E. lawfully to be begotten, and to the Heirs Males of the Body of fuch fecond Son; and for Default of fuch Issue, to the Use of the third and fourth, and of all and every fuch: other Son and Sons of the faid A. B. the younger, upon the Body of the faid E. lawfully to be begotten, and of the Heirs Males of the several and respective Bodies of fuch third and fourth, and of all and every fuch other Son and Sons lawfully to be begotten, feverally and fucceffively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, the elder of them, and the Heirs Males of his Body always to be preferred before the younger of them, and the Heirs Males of his Body: and for Default of fuch Issue, then in case the said E. shall furvive the said A. B. the younger, and shall be Ensient or with Child at the time of his Decease, to the Use of the said C. D. and E. F. and their Heirs. until the Birth of fuch after-born Child or Children, and in Trust for such Child is the same be a Son, and if it be a Daughter, then in Trust for such Person and Persons to whom the next and immediate Use and Estate of and in the said Premisses, shall belong upon the Birth of fuch Daughter; and if fuch Child or Children shall happen to be a Son or Sons, then to the Use of fuch

fuch Son and Sons successively, as they shall be in Seniority of Age, and Priority of Birth, and of the Heirs Males of their Bodies respectively as aforesaid; and for Default of any Heir Male of the said A. B. the younger, upon the Body of the faid E. begotten, then to the Use of the said G. H. and J. K. for and during the Term The Trem of of 500 Years, without Impeachment of 500 Provi Waste, upon Trust for all and every the Daughter and Daughters of the said A. B. the younger, on the Body of the said E. to be begotten, in such manner as herein-after is mentioned and declared; and from and after the Determination of the said Term of 500 Years, to the Use of the said A. B. the younger, and the Heirs Males of his Body lawfully to be begotten; and for Default of such Issue, to the Use of the Heirs and Assigns of the said A. B. the younger, for ever.

To have and to hold the said Manors, Habendam in a Messinges, Lands, Tenements, Heredita-Settlementmade ments, and all and singular the Premisses by the Wife to hereby granted, with their and every of Marriage, then their Rights, Members and Appurtenances, to Trustees for unto the said C. D. E. F. and G. H. and 99 Nare, if their Heirs, to the several Uses, Intents she and her and Pupposes, and subject to the Estates, live, on Trustee and Pupposes, and subject to the Estates, live, on Trustee and Pupposes, Provisoes and Limitations hereinto to raise an after in these Presents limited and expressed, yearly sum for (that is to say) To the Use of the said the Wife, Re-E. B. her Heirs and Assigns, until the said mainder to the Heirs, with Power for her alone, by Deed or Will, to dispute of the Premisses and charge the same as she shall think sit, &cc. but such charge not to commence till after her Death.

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## The Conveyancer's Guide, &c.

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Marriage between her and the said A. B. her intended Husband, shall be had and folemnized, and from and after the Solemnization thereof, to the Use of the said C. D. E. F. and G. H. their Executors, Administrators and Assigns, for the Term of 99 Years, from thence next enfuing, and fully to be compleat and ended, if the faid A. B. and E. B. shalf jointly so long live. upon the Trusts herein-after mentioned touching and concerning the faid Term: and after the Determination of that Effate. to the Use and Behoof of the said E. B. her Heirs and Assigns for ever, with and under fuch Powers, Privileges, Advantages and Authorities as are herein-after mentioned and expressed, (that is to say) That it shall and may be lawful to and for the Said E. B. at any time or times, during her natural Life, jointly with the faid A. B. her intended Husband, or for her alone and without the faid A. B. and notwithstanding her Coverture, and as if she were wholly fole and unmarried, as often as the shall see occasion, and at her fole Will and Pleasure, by any Deed or Deeds, Writing or Writings, to be by her sealed and executed in the Presence of three or more credible Witnesses, or by her last Will and Testament duly made and published, and which he the faid A. B. as much as he may or can, doth hereby impower her to make, or by any Writing, purporting her Last Will and Testament, scaled and executed as aforefaid, to limit or appoint any new or other Use or Uses, Estate or Estates, of, in and concerning the faid Manors, Meffuages, Lands, Tenements, Hereditaments and Premisses hereby granted, or intended to be hereby granted, or of, in and concerning any Part or Parts, Parcel or Parcels thereof, to any Person or Persons whatfoever, either in Fee-Simple, Fee-Tail, or for Life or Lives, or for any Term or number of Years absolute or determinable upon the Death of any one or more Person or Persons. Or by the re charge of fame Deed or Deeds, Writing or Writings, Land, &c. Last Will and Testament, at the like Will and Pleasure of the said E. B. to charge the faid Manors, Meffuages, Lands, Tenements, Horoditaments and Premiffes. hereby granted or intended to be hereby granted, or any Part or Parts, Parcel or Parcels thereof, with the Payment of any Sum or Sums of Money in gross, or with any annual Sum of Sums of Money to be paid at fuch Days and times, and in fuch Manner and Form as the faid E. B. shall in and by fuch Deed or Deeds, Writing or Writings, Last Will and Testament, direct. limit or appoint, with Power of revoking all or any fuch Use or Uses, Charges, Estate or Estates, or any other the Appointments hereby referved to be made, and of appointing any new or other Use or Uses. Efface or Estates, of and in the said Manors. Meffuzges, Lands, Tenements, Hereditaaments and Premisses hereby granted or intended to be granted, or otherwise of charging the same, or any Pare or Parcel thereof after such Revocation made, with

Limitations &cc. not to commense til &cc. the Payment of any such annual Sum or Sums of Money, as the said E. B. shall in her Discretion think sit. Provided always that such Estate or Estates, Charges, Limitations or Appointments so to be made, limited or appointed, be not made to commence till after the Death of the said E. B. &c.

As for and concerning all those se-The Ules in # double Settleveral Parts and Parcels of the said Mament after a nors, Lordships and Premisses abovefirmer, of lovementioned, herein-after particularly menral: Maners, Lands, &c. as tioned, (viz.) All that the Manor of, on to part to the with the Rights, Members and Appurted Husband for nances thereof, and all that Capital Messu-Life, to the Wife age, &c. in the Possession of, &c. and allo, for Life for ber Jointwee, then &c. with all and every of their Appurted in the first and nances, and the Reversion and Reversiones: other Sons, Re-Remainder and Remainders, Renge and mainder to the Services thereof, to the Use and Behoof.

Heirs Male of him the said C. B. and his Assigns for the Husband Remainder to and during the Term of his natural Life. she Husband's without Impeachment of or for any man-Brother and ner of Waste, and with Liberty to commit Heirs Male. Waste; and from and after the Determi-Remainder to nation of that Estate by Forseiture or other-Daughters, Remainder to the wife, then to the Use and Behoof of the said C. D. E. F. and G. H. their Heirs and Husband's Heirs, ref of Assigns, for and during the natural Life Nuband: Fa. of the faid C. B. to preferve and support ther and Mo, the contingent Remainders herein-after ther and Heirs limited from being defeated and destroy d. and for that purpose to make Entriesmand Male, &C. mith a Term of bring Actions, as the Case shall requires 99 Years to But nevertheless in Trust to permit and separate Use of suffer the said C. B. and his Affirms, for the Wife for Cloathe, Apparel, &cc.

and during his natural Life, to receive and take the Rents, Issues and Profits of the faid last mentioned Premisses, to and for his and their own proper Use and Benefits and from and after the decease of the said C. B. then to the Use and Behoof of the faid E, the Wife of the faid C, B, and her Affigns, for and during the Term of her natural Life, in full of her Jointure, and in Satisfaction and Bar of her Dower, at the Common Law; and from and after the several Deceases of them the said C. B. and E: his Wife, then to the Use and Behoof of the first Son of the Body of the said C. B. on the Body of the said E. his Wife begotten or to be begotten, and the Heirs Male of the Body of fuch first Son lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the second Son. &c. and for Default of fuch Issue, then to the Use and Behoof of the third Son, Oc. And for Default of fuch lifue, then to the Use and Behoof of the fourth Son, &c. And for Default of such Issue, then to the Use and Behoof of the fifth, fixth, seventh, eighth, ninth and tenth Son and Sons, &c. And for Default of fuch Issue, and in case the said E. at the Death of the said C. shall be Ensient and with Child, then to the Use of the faid E. and her Assigns, until the faid E. shall be delivered of such Child, and in case such Child shall be a Son, then to the Use and Behoof of such after-born Son, and the Heirs Males of his Body lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the Heirs Males

Males of the Body of the faid C. B. law. fully to be begotten; and for Default of fuch Issue, then to the Use and Behoof of T. B. Blo: second Son of the said A. B. and the Heirs Males of his Body lawfully. to be begotten; and for Default of fuch Issue, then to the Use and Behoof of the ad, 4th; 5th, 6th, 7th, 8th, 59th and anth Son and Sons, orc. of the faid A. B. on the Body of the faid A. and the Heirs Males of the Body and Bodies of Inch Son and Sons, &c. And for Default of fuch lifue. then to the Use and Behoof of all and every. the Daughter and Daughters of the faid A. B. on the Body of the faid A. begotten, and to be begotten, and the Heirs of the Body and Bodies of fach. Daughter and Daughters lawfully to be begotten, and for Default of fuch Issue, then to the Use and Behoof of the faid A.B. his Hein and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. And as for and concerning all that Messu-Tears for Pin- age or Tenement, called, &c. situate, &c. To the Use and Behoof of the said 7. K. and L. M. their Executors, Administrators and Assigns, for and during the Term of 99 Years next enfuing, and fully to be complean and ended, if the faid A. Wife of the faid A.B. shall so long live, upon this special Trust and Considence, that they the faid F. K. and L. M. their Executors, Administrators and Alligns, shall from time to time, during the joint Lives of the faid A B and A receive and take the Rents, Islues and Profits of the said: Mess

funges,

The Term of 99 Miney.

fuages. On last above mentioned, and pay and answer the fame unto the faid A. for her sole and particular Maintenance for Cloaths, Apparel and otherwise, as the fhall think hit; and the said A.B. not to intermeddle with the same; and the Acquittance and Discharge, Acquittances and Discharges of the said A. from time to time under her Hund, shall be judged, deemed and taken to be good and fufficient Difcharges unto the faid 7. K. and L. M. their Executors and Administrators for the fame, and every Part thereof, against the faid A. B. his Heirs, Executors and Affigns, and against all: Accounts to be to him or them given or rendred, or yielded therefore. And as for and concerning the faid Messuage, Lands and Premisses limited for the faid Term of 99 Years, immediately after the Determination of that Term; and Ufu of the Rie as for and concerning all and fingular mainder of the the faid Messuages, Oc. above mentioned, Lands. whereof no Use or Estate is herein before limited, to the Use and Behoof of the said A. B. and his Affigns, for and during the Terms of his/natural Life, without Impeachment of or for any manner of Waste; and with Liberty and Power to commit all manner of Waste; and from and after the Determination of that Estate, to the Use and Behoof of the faid C. D. E. F. and G. H. their Heirs and Assigns, during the natural Life of the faid 4. B. in Truff to preferve and support the contingent Uses and Remainders hereinafter limited, from being defeated or destroy'd.

**Que**rterly.

of, &r. at two of the most usual Feasts or Terms in the Year, (that is to say) The Feast of the Annunciation of the Blessed Virgin Mary, and St. Michael the Archangel by even and equal Portions.

Yielding and paying therefore every half du a Lease for 3 Pears and Year of the faid Term of three Years and ble every helf a half, the Rent or Sum of, Ore. at and upon the 29th Day of September, and the Mer. 25th Day of March; the fust Paymene thereof to begin and be made on the 29th

Day of September now next enfuing.

Yielding and paying therefore yearly, Lease payable and every Year during the faid Term hereby granted, unto the said A. B. his Executors, Administrators and Affigue, the yearly Rent or Sum of 20 l. of, Oc. at the Four most usual. Feasts or Terms in the Year, (that is to fay) the Feasts of the Annunciation of the Bleffed Virgin Masy, the Nativity of St. John the Baptist, the Feast of St. Michael the Archangel, and the Feast of St. Thomas the Apostle, by even and equal Portions.

(Or thus, ) Yielding and paying therefore yearly, during the faid Term, unto the faid A. B. his Heirs and Assigns, the yearly Rent of 20 l. of, &c. in and upon the 25th Day of June, the 29th Day of September, the 25th Day of December, and the 25th Day of March, by even and equal

Portions.

Yielding and paying therefore yearly, Reddendum of Rem payable during the faid Term, unto the faid A. B. Mosthly. his Executors, Administrators and Assigns, the yearly Rent of, &c. upon the Days following, following, viz. the 25th Day of April, the 25th Day of May, the 25th Day of June, the 25th Day of July, the 25th Day of August, the 25th Day of Septembers the 25th Day of October, the 25th Day of Movember, the 25th Day of January; the 25th Day of February; and the 25th Day of March yearly, by even and equal Portions.

Wielding and paying therefore yearly Referentian of and every Year for ever unto the field A. B. a Rent to a his Heirs and Affigue, the Rent or Sum of Man and his 2 l. of, Ga at and upon the two most usual Feasts or Terms in the Year (that is to say) the Feasts of the Annunciation of the Bles-

fed Virgin Mary and St. Michael the Archangel, by even and equal Portions.

Yielding and paying therefore for the Different Rents first two Years of the said Term the yearly on Division of Rent of 20 l. of, Oc. and for the remain-the Term. ing five Years of the said Term the yearly Rent of 25 l. both which said Rents to be paid at and upon the Feasts of St. Mithael the Archangel and the Annunciation of the Blessed Virgin Mary yearly, by even and equal Portions.

And also yielding and paying, and the Rent or Forsaid C. D. for himself, his Executors, Ad-feiture for a ministrators and Assigns, doth Covenant Tensor's and Grant to and with the said A. B. his ploughing Mea-Heirs and Assigns, to yield and pay in and dow Ground, upon the Days and Times of Payment of the said yearly Rent above reserved, and over and above the same Rent, according to the Rate of 5 l. of, Cc. the Acre, and so proportionably for every greater and lesser

Quantity of the Meadow or Pasture Ground hereby demised, which he the said C. D. his Executors, Administrators or Assigns. shall at any time, during the said Term hereby granted, ear, plough, spit up, dig. or convert to Tillage, or cause or procure, permit or fuffer to be eared, &c. the first Payment thereof to begin at that Day of Payment of the faid yearly Rent above referved, which shall next happen after any " Part of the faid Meadow or Pasture Ground. shall be so as aforesaid eared, plowed, spicted up, digged or converted to Tillage.

Reddendum in

Yielding and paying therefore yearly du-Charrel-Leafe, ring the faid Term hereby granted, unto the said A. B. his Heirs and Assigns, the Rent or Sum of One-Pound, or Twenty: Shillings, of, &c. at and upon the Feast Days of the Annunciation of the Bleffed: Virgin Mary and St. Michael the Archangel, by even and equal Portions.

**Ju a** Chattel Lease from a Gugrdian.

Yielding and paying therefore yearly and every Year during the faid Term hereby granted, unto the faid A, B: or fuch Person or Persons, to whom the Inheritance of the said Premisses shall belong, the Rent of Ten Shillings, of, & at the most usual Feafts or Terms in the Year (that is to fay) the Feasts of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, by even and equal Portions.

In a Lease in Reversion.

Yielding and paying therefore from and immediately after the Commencement of the faid Term hereby granted, and during the Continuance thereof, unto the faid A. B. his Heirs and Assigns, the yearly Rent of

c. in and upon the Feasts of St. Michael the Archangel, &c. by even and equal Portions.

And also yielding and paying the like Reversion of Sum of, &c. of like, &c. upon the Decease Heriots. of every of them the said C. D. E. D. and T. B. dying successively, as they are herein named (or as they are named in the Habendum of these Presents, or dying Tenant in Possession of the Premisses) for and in the Name of an Heriot.

And also the Sum of, &c. on the Death In a Lease in of the said, &c. if he shall happen to sur-Reversion. vive the said, &c. for and in the Name of

an Heriot.

And also yielding and paying at and up-'Bell Braft or on the Death or Decease of the said C. D. Gods, or 6 the best Beast or Goods of the said C. D. or much in Mein lieu thereof the Sum of, &c. in Money, at the at the Election of the said A. B. his Heirs on. and Affigns, for and in the Name of an Heriot; and also at and upon the Death or Decease of the said E. D. (he dying after the said C. D.) the best Beast or Goods, or in lieu thereof the like Sum of, &c. in Money, for and in the Name of another Heriot; and also at and upon the Death or Decease of the said T. B. (he dying after the said C. D. and E. D.) the best Beast or Goods on the Premisses, or in lieu thereof the like Sum of, &c. in Money, for and in the Name of another Heriot.

And doing Suit and Service to the Court suit and Serand Courts of the said A. B. his Heirs and wice to Courts, Assigns, to be from time to time holden in &c. and for the Manor of, &c. aforesaid, and there

there to be ordered and justified in all Things touching the said Premisses, as other the Tenants of the said Manor for their respective Estates are, shall or ought to be.

And also yielding, doing and performing upon reasonable Summons and Warning, Suit, Service and Attendance to and at, all and every the Court and Courts to be holden during the said Term, for and within the said Manor of, we and to be sworn with the Homage, and be ordered and justified in all Things by such reasonable Orders and Ordinances, as by the Steward and Homage for the time being, shall be from time to time made and agreed upon, and as other the Tenants of the said Manor are or ought to be by the Law, Custom and Usage of the said Court and Courts.

Buit and Tall to a Mill. And also yielding, or, from time to time, and at all times during the said Term, Suit, Toll, Custom and Service, to and at the Water-Grist-Mill of and belonging to the Lord of the said Manor, by grinding all his and their Corn and Grain there.

Referention of Profits of Lands in lion of Rents.

Yielding and paying therefore yearly and every Year during the said Term unto the said A. B. his Heirs and Assigns, the Moiety, or one Half Part of all the Profits and Gains whatsoever, which shall yearly be made or raised by, or by Means of the digging, setting, planting, sowing, manuring and employing the said Lands and Premisses above mentioned, and every or any Part thereof, or by any other Ways or Means whatsoever, the same to be yearly

and every Year once or oftener fent by the faid C. D. to, &c. and there delivered to the said A. B. or his Assigns, for and in full Satisfaction and Payment of all manner of Rents whatfoever.

And yielding and delivering, &c. unto the Referention faid A. B. C.c. at the faid Messinge yearly of com, &c. on, & Twenty Bulhels of good found Wheat of good Measure, and well cleans. ed; and on, &c. Twenty Quarters of Iweet Barley (or of like Com and Meafure) at the Place aforesaid.

: And also yielding seven Day's Work in the Harvest yearly during the said Torm, with a good Waggon, Carriage, and five able Horles, with good and proper Servants to

attend the same, oc.

Yielding and paying therefore during Rents of a the faid Term unto the faid A. B. his Exe- Penny, Popper cutors, Administrators and Assigns, the Corn, &c. Rent or Sum of One Renny, on the Feast of, Oe. (if the fame be demanded.)

Yielding and paying therefore yearly and during the faid Term hereby granted the yearly Rent of one Pepper Corn, on the Fealt Day of, & (if the same be demanded.) S. E. Holland : .

Yielding and paying therefore yearly during the faid Term one Pepper Corn, in and upon the Feast of St. Michael the Archangel only, if demanded. (In a Lease per Ann. If in a Leafe for a Year whereon to ground a Release) To the Intent that by Virrue of these Presents, and by Force of the Statute for Transferring of Uses into Possession, he the said C. D. may be in the actual

actual Possession of all and singular the said Premisses above mentioned, with the Appurtenances, and thereby be enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs, to the only proper Use and Behoof of him the said C. D. his Heirs and Affigns for ever. (Or, To him and his Heirs, to, for and upon such Uses, Intents and Purposes, as shall be thereof declared.) (Or, To him and his Heirs for and during the natural Lives of, &c.)

Poulsry, Goens, Eggs, Søear, &c.

And also yielding unto the said A. B. his Heirs and Affigns yearly during the said Term, two Couple of fat Pullets, a Couple of fat Capons and ten Turkey-Eggs at the Feast of Easter.

And also one fat Sheep yearly at the Feaft of, &c. and two Loaves of double refined Loaf-Sugar, or in lieu thereof the

Sum of, &c. in Money.

Reddendum in Copybold Land:.

Yielding and paying, doing and per-Morigage of forming during the faid Term, all the Rents, Heriots, Burthens, Works, Suits, Customs and Services which shall become and grow due; and which by the faid A. B. and E. B. and C. B. or either of them are, or shall, or ought to be from time to time paid, done, rendred and performed.

#### Conditions and Proviso's.

Royided always, and if it shall hap-Usual Provide pen the faid yearly Rent of, Oc. to be or Cloufe of behind and unpaid in part or in the whole Diffrest for by the space of 21 Days next after either Rent in a of the laid Feasts or Days appointed for Payment thereof, that then and so often it shall and may be lawful to and for the said A. B. his Heirs and Assigns, into the said Messuage, Tenement and Premisses above mentioned, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there to be found to take. lead, drive, carry away and impound, and in Pound to detain and keep, until he and they shall be fully paid and satisfied the faid yearly Rent, and the Arrearages thereof (if any shall happen to be) and all Costs and Charges that he or they shall expend thereabout.

And if it shall happen the said yearly on Non-pay-Rent above reserved, or any Part thereof, ment of Rent, to be behind and unpaid, in Part or in all, Leffer to re-enby the Space of 21 Days next after any or either of the said Days appointed for Payment thereof, then and from thenceforth it shall and may be lawful to and for the faid A. B. his Heirs and Assigns, into the faid Premisses to re-enter, and the same to have again, repossess and enjoy as in his and their first and former Estate, Right, Title and Degree, any thing herein contained to the contrary thereof in any wife notwithstanding.

And

On Nonpayment of Rent, or Breach of Covenants, Sec. to 19-quent.

And if it shall happen the said C. D. his, &c. shall an any time hereafter during the faid Term make Default in Payment of the faid yearly Rent of the by the Space of 28 Days next after either of the faid Days whereon the same ought to be paid as aforefaid (being lawfully demanded) on the faid C. D. his Executors, &c. shall break any Covenant contained in these Preferra which on the Part and Behalf of him the faid C. D. his, or are and ought to be observed, performed and kept, that them and so often it shall and may be lawful to and for the faid A. B. his Heirs and Afficens, to enter into and upon the faid Messuage or Tenement and Premisses hereby demised, and the fame to possessand enjoy, detain and keep until the faid C. D. his, or shall have fully paid and fatisfied the faid yearly Rent above mentioned, with the Arrearages thereof (if any shall be) and shall have made a reasonable Recompence and Satisfaction unto the faid A. R. his. c. for the Damage which he or they shall or may sustain and receive by reason of the Breach or Non-performance of any Covenant of Clause herein contained.

To enter on Premisses on Nonpayment of an Annuity. And if it shall happen the said Annuity or yearly Sum of, &c. or any Part thereof, to be behind and unpaid above the Space of at Days next after the Feasts or Days above appointed for Payment thereof, that then it shall and may be lawful to and for the said C. D. his Executors, Administrators and Assigns, from rime to time, and at all times after such Default made, peace-

ably and quietly to enter into, have, hold, occupy, possels and enjoy the said Messinge or Tenement and Premisses above mentioned, our of which the said Annuity is issuing, and every Part and Parcel thereof, with the Appurtenances, for and during all the Rest and Residue of the said Term of, &c. (or until the said Ammicy and Arrears shall be paid and saissied) without any Let, Suit, Trouble, Evidien, Ejection, Molestation or Interruption of or by him the said & B. his Executors or Administrators, or of or by any other Person or Persons whatsoever.

Provided always and it is agreed and de Provisio for clared by and between the faid Parties to Landlord to these Presents, That if the said A. B. his take Premisses Heirs and Assigns shall be minded and de into his Hands, or Tenant to firous to take into his or their own Hands leave it at the Possession of the said Premisses at the the end of a end of the first five Years of the said Termicertain time, hereby granted, and of fuch his or their before the Mind and Define do and fault on icite, next Term expired. before the end of the faid first five Years, ne. give Notice in Writing under his or their Hand or Hands to the faid C. D. his Executors, Administrators or Assgns, or leave the same for him or them at the Messiage hereby demised, with one of his on their Servants there, that then and at the end of the said first five Years of the said Term, he the faid A. B. his Heirs and Affigns, may enter into the faid demised Premisses, and take Possession thereof accordingly; any thing herein contained to the contrary thereof in any wife notwith flanding.: Provided

vided also and it is further agreed and declared by and between the said Parties to these Presents. That if the said C. D. his Executors, Administrators and Assigns shall be minded and defirous to leave and yield up the faid demised Premisses to the said A. B. his Heirs and Affigns, at the end of the first five Years of the said Term hereby granted, and of fuch his or their Mind and Defire do and shall on the 29th Day of September next before the end of the faid first five Years, give Notice in Writing under his or their Hand or Hands to the faid A. B. his Heirs or Assigns, or leave the fame for him or them at the Capital Mesfunge of the said A. B. skuate in, &c. with one of his or their Servants there, that then and in such Case the said Term hereby granted shall at the end of the first five Years cease and determine, any thing herein contained to the contrary notwithftanding.

Antiler of the like Nature by way of Govenant after another manner-

And it is agreed and declared by and between the said Parties to these Presents, That if the said A. B. his Executors or Administrators, shall be willing and desirous, that the said Term hereby granted shall cease at the end of the first three Years thereof, and shall give Notice thereof in Writing to the said C. D. his Executors or Administrators, or leave such Notice for him or them at the Messuage hereby demised, with one of his or their Servants six Months before the end of the said sirst three Years. Or, If the said G. D. his Executors or Administrators shall be willing and desirous

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to leave and yield up the faid demised Premisses to the said A. B. his Executors and Administrators at the end of the said first three Years of the Term hereby granted, and fhall give Notice thereof in Writing to the faid A. B. his Executors or Admini-Mrators, or leave fuch Notice at his or their then Habitation for fix Months be-Fore the end of the faid first three Years. That then and in either of the said Cases the faid Term hereby granted shall at the end of the faid first three Years cease and determine, so that the faid C. D. shall have paid all the Rent then and before that time due, and have performed all the Covenants on his Part to be observed; any thing here-In contained, &c.

And if it shall happen the said yearly condition in a Rent of, &c. to be behind and unpaid in Leafe for part or in the whole, by the Space of thir- Lives, on Minby Day's next after either of the said Feast's payment of or Days of Payment, on which the fame Rent, and so ought to be paid as aforesaid, being law-Lord to re-enfully demanded, and not paid, and no sufficient &c. ficient Distress or Distresses in or upon the faid Premisses can or may be found, where-By the same may be levied, that then and ar all times from thenceforth, it shall and may be lawful to and for the faid A. B. his Heirs and Affigns, into the before demifed Premisses, with the Appurtenances, wholly to re-enter, and the fame to have again, repossess and enjoy as in his or their former Right and Estate; and the said C. D. his Executors, Administrators and Assigns from and out of the same to expel, amove and T

put out; any thing herein contained to the contrary notwithstanding.

Assether of the like Nature.

And if it shall happen the said yearly Rents of, &c. and Heriots to be behind and unpaid, in Part or in all, by the space of thirty Days next after any of the faid Feafts or Days or Times of Payment, on which the same ought to be paid as aforefaid, being lawfully demanded, and no sufficient Distress or Distresses in or upon the said demised Premisses can or may be found, whereby the same may be levied. that then and at all times from thenceforth it shall and may be lawful to and for the faid A. B. his Heirs and Assigns into the faid demised Premisses, with the Appurtenances, to re-enter, and the same to have again, repossess and enjoy as in his or their first and former Right and Estate, Oc.

utber with Heriots.

And if it shall happen the said yearly Rent hereby reserved, or any Part thereof, or the said Money reserved for Heriots as aforesaid, to be behind and unpaid, in part or in the whole, by the space of 28 Days next after any or either of the said Days or Times of Payment thereof, whereon the same should or of Right ought to be paid as aforesaid, and no sufficient Distress or Distresses can or may be found in or upon the said demised Premisses, or some Part thereof, whereby to levy the same, with the Arrears thereof (if any shall happen to be) that then and from thenceforth. it shall and may be lawful to and for the said A. B. his Heirs and Assigns into the faid Premisses hereby demised, or any Part thereof, in the Name of the whole, to reenter.

enter, and the same Premisses and every Part thereof to have again, reposses and enjoy as in his and their first and former Estate, Right, Title and Degree, any thing herein contained to the contrary thereof in

any wife notwithstanding.

And if it shall happen the said yearly if the Rout Rent or Sums of Money for Heriots, or a-be unpaid, or my Part théreof, to be behind and unpaid, the Leffee Des in part or in the whole, by the space of mise for more 28 Days next after either of the faid Feasts than one Year or Day's of Payment, whereon the same cence, Leffer to should or of Right ought to be paid as re-enter, &c. aforefaid, being lawfully demanded, and no sufficient Distress or Distresses in or upon the faid demised Premisses can or may be found, whereby the same may be levied; or if the said C. D. his Executors. or Administrators, do or shall alien, let, set, assign or demise the said Premisses, or any Part thereof, to any Person or Persons what loever (other than to or in Trust for the said, &c. (the two other Lives) for any longer Time or Term than one whole Year at any one time without the special Licence and Confent of the faid A. B. his Heirs or Assigns, or of the Steward of the faid Manor for the time being first had and obtained in Writing under his or their Hands and Seals for the doing thereof, that then and from thenceforth for either of the Causes aforesaid, it shall and may be lawful to and for the faid A. B. his Heirs or Affigns, into and upon the said demised Premisses, or into any Part thereof, in the the Name of the whole to re-enter, and the fame

fame to have again, reposses and enjoy, as in his or their first and former Estate, &c.

On making Default in Reparations, committing Waste, &c. Leffer to reenter, and Adestare to be . veid.

And if it shall happen the said C.D. his Executors or Administrators, shall do or permit or suffer to be done any Waste or Destruction in the Houses or Buildings of the Premisses hereby demised; or, if the said C. D. his Executors, Administrators and Asfigns, shall not well and sufficiently repair. maintain and keep the faid demised Premisfes in and with all needful and necessary Reparations what soever during the said Term, but shall make Default in the said Reparations constary to the Covenant aforesaid, and true Intent and Meaning of these Presents, having Notice or Warning in Writing given or left at the Messuage hereby demised, to repair and amend the same, that then this present Indenture, and all the Covenants, Grants and Articles therein contained on the Part and Behalf of the said A. B. his, &c. shall be void and of no Effect; and that then and from thenceforth it shall and may be lawful to and for the faid A, B, his Heirs or Affigns into the said Premisses to re-enter, and the faid C. D. his Executors, Administrators and Assigns, and all other the Tenants and Occupiers of the said Premisses, thence to expel and put out; any thing, Oc.

Provided always, and upon Condition, that if the faid A. B. his Heirs or Assigns, shall at any time or times during the said Term, give Notice in Writing to the said C. D. his Executors or Administrators, or leave fuch Notice at his or their usual Place

of

or make Proof of their being alive, or elfe the Leafe to be woid.

Provise for

Heirs to spe

Court-Baron,

pear at a

of Abode, or with the Tenant or Occupier of the greatest Part of the said hereby demifed Premisses for the said T. D. and L. D. or one of them, to appear at the Court-Baron of the said A. B. his Heirs and Assigns, to be holden for the Manor of, &c. aforesaid; and if after such Notice the said T. D. and L. D. or either of them, shall make Default, and not appear at such Court, that then if the Occupiers of the said Premisses hereby demised, shall not within one Year after such Notice, make it appear by the Oath of one or more credible Witnesses, that the said T. D. and L. D. or one of them, is in full Life, that then shele Presents, and every thing herein contained, shall cease and be void; any thing herein contained, &

Provided always and it is hereby cove- Provise to add nanced and agreed by and between the faid Life in a Parties to these Presents, and hereby so Estate for a declared, that whenever any one of the certain Sum. three Lives named in the Habendum of &c. these Presents shall happen to die, that then in Case the other two of the said Lives named in the said Habendum shall be living and in Health, he the faid A. B. his Heirs and Assigns shall and will, upon Request to him or them made by the said C. D. his Executors, Administrators or Asfigns, add and fill up another Life in the room and stead of the Person so dying, under the like Rents, Covenants and Agreements, to be inferted in the Leafe, as are herein contained, upon Payment of the Sum of, &c. and bearing the Charges of making

The Coupekauter, & Sinds' &c.

making fuch Leafe; so always as such Sum of,  $\sigma_c$  be paid within one Year after the

Death of fuch Person so dying.

Condition in Grant of as Amonity on Non-payment to cease, a Nomine Pana, Difress, &c.

And if it shall happen the said Annuity or yearly Rent of, &c. or any Part thereof, to be behind and upaid, in Part or in all, by the space of, Oc. next after either of the faid Days or Times for Payment thereof. with Clause of and whereon the same should or of Right ought to be paid as aforesaid, that then for every such Default of Payment thereof, or of any Part thereof, the said A. B. his Heirs and Assigns, shall forfeit and lose to the said C. D. his Executors and Assigns. the Sum of, &c. in nomine pana that then and at all times so often as any fuch Default shall happen, from thenceforth it shall be lawful to and for the said C. D. his Executors and Affigns, into the faid Meffuage, Tenement and Premisses aforefaid (out of which the said Annuity is issuing) with the Appurtenances, or into any Part thereof, to enter, and diffrain as well for the faid Annulty and yearly Rent, and all Arrearages thereof, as also for all and every Pain and Pains aforefaid, so to be forfeited as aforefaid; and all and every fuch Diffress and Diffresses in and upon the faid Premisses, or any Part thereof, to be found, lawfully to take, lead, drive and carry away and detain and keep until the said Annulty or yearly Rent and Pain and Pains aforefaid, and all Arrearages thereof, together with the Costs and Damages in that Behalf to be fustained, shall be fully satisfied, consented and paid

Provided always, and it is declared and Provise so agreed, by and between the said Parties to grant an Anthese Presents, That it shall and may be Estate soft an lawful to and for the said A. B. and the conveyed, &c. said A. B. shall have sull Power and Authority from and after the Death of, &c. by Deed under his Hand and Seal duly executed, or by his Last Will and Testament, to give, grant or devise one Annuity or yearly Rent of, &c. per Ann. unto the said, &c. to be issuing and going out of the said Messuage, Tenement and Premisses above mentioned, during so many Years of the said first recited Term of, &c. as the said, &c. shall happen to live.

Provided nevertheless, and upon Con-provise redition, that if the said A. B. shall at any value a Grant time during his natural Life, pay or tender acc. unto the said C. D. the Sum of Six Pence or more of, &c. with Intent and on purpose to revoke, frustrate and make would the said Annuity or Grant thereof, that then and from thenceforth this present Deed, and all and every the gift, grant and limitation of the Rent aforesaid, and the said annual or yearly Rent so by these Presents given and granted, or mentioned to be granted, shall cease and be void, any thing herein contained to the con-

Provided always, and upon Condition that if the said A. B. do or shall at any time hereafter, by any Writing by him to be sealed and subscribed in the Presence of two or more credible Witnesses, signify and declare, That he is minded to make void

this present Deed, and every Grant, Clause and Thing herein contained, that then. and from thenceforth, immediately from and after fuch Signification and Declaration as aforesaid, this present Deed, and every Grant, Article, Clause and Thing herein contained, shall cease, determine and be urterly void to all Intents and Purposes what soever, any thing in these Presents contained to the contrary, Or.

Proviso on o-Term, &c. to epafe.

Provided always, and it is agreed by and mitting to de between the said Parties to these Presents, athing agreed, that if at any time hereafter the said C. D. shall forbear or omit to dig for or land Coals as aforesaid, by the space of six Months, after the Levels once broke up in. the Ground, at any one time together, that then and from thenceforth, the Liberty and Licence hereby given and granted, or the Term hereby granted, shall cease, determine and be void to all Intents and Purpoles whatfoever, any thing herein contained, Ot.

Provile if not made of Lands claimweid, &c.

Provided always, and upon this Condition, that if the said E. D. Wife of the faid C. D. surviving the faid C. D. her Husband, do not within two Months after able for Dower, the Decease of the faid C. D. by her sufficient Deed or Deeds, release and surrender to the Heirs and Assigns of the said C. D. for ever, all her Estate, Right, Title, Interest, Claim and Demand of, in and to all and lingular the Lands, Tenements and Hereditaments, with the Appurtenances, which he the faid C. D. during the Coverture between him and the faid E. his

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Wife, shall be seised of such Estate, whereof the said E. may be lawfully endowed other than the Messuages, Tenements, Lands, Hereditaments and Premisses above in these Presents mentioned to be assured unto her for her Jointure) Then this Indenture, and every thing herein contained, shall cease, determine and be void, &c.

Provided always, and upon Condition Provise that if nevertheless, that if the said A. B. his Heirs a new Leafe and A Many that not before the said of me made of and Affigns, shall not before the said, &c. Lands Surnext enfuing the Date hereof, make a good rendred, the and sufficient Lease in the Law, of all and surrender to be fingular the Premisses above mentioned, wild. unto the said C. D. his Heirs and Assigns for the Term of the Lives of him the faid C. D. and, Oc. as is before expressed, according to the true Intent and Meaning of these Presents, then this Surrender to be utterly void and of none effect, any thing herein contained to the contrary thereof in any wife notwithstanding.

Provided always, and the faid Parties to Provise if div these Presents for themselves, their Heirs furbed in Posand Assigns, do covenant, grant and agree encharged, the each with the other by these Presents, That Exchange to be if it shall happen that either of the said wid, and each Closes or Parcels of Land, or any part to enter on their thereof, to be at any time hereafter law-own Lands. fully evicted or taken away out of the Possession of either of the said Parties, their Heirs and Assigns, contrary to the true meaning of these Presents, by any former Right or Title, or by the Heirs or Assigns of either of the said Parties, so as the Exchange hereby made cannot continue.

that then and from thenceforth the said Gifts. Grants and Confirmations in Exchange of either of the faid Parties touching the Premisses given and granted in Exchange as aforesaid, shall be void and of none effect; and that then and from thenceforth, it shall and may be lawful to and for either of the said Parties, their Heirs or Assigns, after such Ejection, Eviction. or taking away of the Possession as aforesaid, to enter into his or their Lands so by him or them given or granted in Exchange as aforesaid, and the same to have again. possess and enjoy, as in their former Estate.

desture to be weid.

any thing, &c.

to have Lande tion, that if the said A. B. do and shall again, and In- at any time during his Life, pay or tender to the said C. D. his Heirs or Assigns, the Sum of, &c. for the Lands and Premisses above mentioned to be granted, and declare his Mind to have the same again, and to make void this Deed, and the Estate hereby made, that then this present Indenture, and all the Grants and Covenants therein contained, shall be void and of none effect; and that then and from thenceforth it shall and may be lawful to and for the said A. B. to enter into and upon the faid Lands and Tenements, and the same to have again, &c.

Provided always, and upon this Condi-

Provilo in a Mortgage of Geeds.

Provided always, and it is hereby agreed between the Parties to these Presents, that if I the faid A. B. my Executors, Administrators or Assigns, or any of us, do and shall well and truly pay, or cause to be paid

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paid unto the faid C. D. his Executors, Administrators or Assigns, the Sum of &c. on, &c. next, for the Redemption of the said hereby bargained Premisses, then these Prefents, and every Claufe, Article and thing herein contained, shall cease, determine, and be utterly void, any thing herein before contained to the contrary there-

of in any wife notwithstanding.

Provided always, and upon Condition Auster for that if the said A. B. his Heirs, Executors Parment of or Administrators do well and truly pay Money at seveor cause to be paid unto the said C. D. his ral times. Executors, Administrators or Assigns, at or in the now Dwelling-House of him the faid C. D. situate in, &c. the Sum of, &c. in manner following, (viz.) the Sum of, &c. part thereof on, &c. next coming, and the full Sum of, &c. the residue thereof on, de, which will be in the year of our Lord, &c. without any Deduction or Abatement for Taxes, or any other Impofitions whatfoever, that then this present Indenture, and every thing herein contained, shall cease, determine and void.

Provided always, and it is agreed by Previs in a and between the faid Parties, that in case Mortgage of a the faid Ship shall be lost, miscarry, or be ship, if saft cast away before her next arrival in the away, Payfaid River of Thames, from the said intended Voyage, that then the said Payment of the said Sum of, &c. and Interest, &c. shall cease and determine, and the Loss thereof be wholly born and sustained by the faid C. D. his Executors and Administrators,

strators, and that then and from thenceforth these Presents, and every thing herein contained on the part and behalf of the faid A. B. shall cease and be void, any thing herein contained, &c.

Provi fo on Payon Annuity mortgaged to cease, Mortgages to deliver 🐲

Provided always, and it is agreed bement of Money, tween the said Parties to these Presents. that if the said A. B. his Heirs, Executors. Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said C. D. his Execu-Writing, &c. tors, Administrators or Assigns, in and upon,  $\sigma_c$  the Sum of,  $\sigma_c$  that then and from thenceforth the faid Annuity or yearly Rent of, &c. shall cease, determine and be void, and that then the said C.D. his Heirs and Assigns shall deliver up, or cause to be delivered up to the said A. B. his Heirs and Assigns so paying the said Sum, of, Oc. this present Deed, and all other Deeds and Assurances concerning the same Annuity to be cancelled, any thing herein contained, Oc.

Provije in s sommen Mortgage of Lands for a Torns of Yusi.

Provided always, and upon Condition that if the said A. B. his Heirs or Assigns. do and shall well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the full Sum of 10 L of, &c. in and upon, &c. next coming, and also the further full Sum of 410 l. of, &c. in and upon, &c. which will be in the year of our Lord, &c. withany Deduction or Abatement for Taxes, Assessments or any other Impositions whatfoever, either ordinary or extraordinary, that then and from thence**f**orth

forth these Presents, and every thing herein contained, shall cease, determine and be void, any thing herein contained to

the contrary notwithstanding.

Provided always, and upon Condition Provide in a that if the faid A. B. his Heirs, Executors Mortgage, Term and Administrators do and shall well and to confer Paytruly pay or cause to be paid unto the said ment of Money. C. D. his Executors, Administrators or Bond. Affigns, the full Sum of, &c. in and upon, or. next coming, without any Deduction or Abatement for Taxes, Affestments or any other Impolitions whatfoever, either ordinary or extraordinary, according to the Condition of one Bond or Obligation, bearing equal Date herewith, wherein the faid A. B. is and standeth bound to the said C. D. in the penal Sum of,  $\sigma_c$  of like,  $\sigma_c$ . that then and from thenceforth these Presents, and every thing herein contained, shall cease, determine and be void, any thing herein contained to the contrary, O c.

Provided always, and upon Condition, on Payment of that if the said A. B. his Heirs or Assigns, soveral sumi, do and shall well and truly pay, or cause Term to cease to be paid unto the said C. D. his Execu-and be weld. tors, Administrators or Affigns, the full Sum of, &c. in and upon, &c. which will be in the Year of our Lord, &c. the further full Sum of, &c. of like, &c. upon, oc. which will be in the year of our Lord, Oc. the further full Sum of, Oc. on, Oc. all the said Payments to be made without any: Deduction or Defalcation for Taxes, Affessments, or any other Impositions whatsoever,

foever, either ordinary or extraordinary, that then and from thenceforth these Prefents and every thing herein contained, shall cease, determine and be void, any thing, &c.

Provided always, and it is hereby cove-

On Payment of Sam of Meney nanted, granted, concluded and agreed, as (everal times, Term to craft, and a be levied, to be word.

by and between the faid Parties to these Presents, that if the said A. B. his Heirs, Fine agreed to Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, at or in, &c. the full Sum of, &c. in manner following, (that is to say) &c. part thereof in and upon, &c. next coming and, &c. other part thereof in and upon, &c. and, &c. the refidue thereof upon, &c. which will be in the year of our Lord, &c. without any Delay, and without any Defalcation, Deduction or Abatement, for or in respect of any Taxes, Affestments, Payments or Impolitions what loever, either ordinary extraordinary, that then, and thenceforth this present Indenture, every thing herein contained, and also the faid Term and Estate made or intended to be made by the said Fine herein before covenanted to be levied as aforefaid, shall cease and be void, any thing herein contained, Oc.

Provided always, and upon Condition; Provi fo en Payment of Money, or it is agreed by and between the faid Indenture to be Parties to these Presents, and particularweid, and Mort. ly by and between the faid A. B. and as in former E. F. that if the faid E. F. his Heirs. Executors or Administrators, do well and Este.

truly pay, or cause to be paid unto the faid A. B. his Executors, Administrators or Assigns, the full Suth of, &c. in Manner and Form following, (that is to say) &c. part thereof at or upon, &c. next ensuing the Date of these Presents, de. more thereof at or upon or. then next following and, &c. the Remainder, and in full Payment thereof at or upon, &c. which will be in the year of our Lord, &c. without any manner of Deduction. Defalcation or Abatement what soever, for or upon the accompt of any Taxes, Payments, Charges or Impolitions, well ordinary as extraordinary, whatfoever, that then and from thenceforth these Presents, and every Clause, Matter and Thing therein contained, shall cease, determine and be void, and then and from thenceforth it shall and may be lawful to and for the said E. F. his Heirs and Assigns, (or fuch Person to whom the same shall descend according to the Custom of the said Manor of, &c. if a Copyhold) to have, hold, possess and enjoy all and singular the Premisses above mentioned, with the Appurtenances, as in his and their former Right and Estate, this Indenture or any thing therein contained to the contrary, Oc.

Provided always, and upon Condition, Provision Asthat if the said A. B. his Heirs or Assigns, figurent of a do and shall well and truly pay or cause Mortgage, that to be paid unto the said E. F. his Execu-Maney Mortgators, Administrators or Assigns, the sull gee shall reassign and just Sum of, &c. in and upon, &c. and redeliver next coming, and the surther Sum of, D. eds, &c.

c. of like, c. in and upon, c. which will be in the year of our Lord, &c without any Deduction, Defalcation or Abatement for Taxes, Affeilments or any other Impolitions whatfoever, either ordinary or extraordinary, imposed or to be imposed by any Act or Acts of Parliament or otherwise howsoever, that then and at any time thence-after he the said E. F. his Executors or Administrators, shall and will at the Request, Costs and Charges of the faid A. B. furrender, affign, or otherwife transfer all and singular the said Manor and Premisses, with the Appurica nances unto the said A. B. his Heirs or Affigns, or to whom he or they shall appoint, in such manner as by Counsel Learned in the Law shall be reasonably advised. so as the Person or Persons who is or are to make fuch Surrender or Assignment, bei not compellable by force of these Presents to travel or go for the doing thereof, from the Place or Places of his or their respective Habitation or Abode, at the time of such Request, nor to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective Acts. And then also he the said E. F. his Executors. Administrators or Assigns, shall and will redeliver unto the said A. B. his Heirs or Affigns, all and every the Deeds, Evidences and Writings in the Schedule hereto annexed, mentioned and contained, safe, whole and uncancelled, any thing herein contained to the contrary thereof in any wife notwithstanding. Pro-

Deeds in a Schedule.

· Provided always nevertheless, and it is smaller Prohereby declared and agreed to be the true viso of the leke intent and meaning of these Presents, and there, more of all the Parties thereunto, that if the said A. B. and C. B. or either of them, their or either of their Heirs, Executors and Administrators, do and shall well and truly pay or cause to be paid unto the said E. F. his Executors, Administrators or Assigns, upon or before, &c. next ensuing the Date hereof, the full Sum of, &c. without making any Deduction or Abatement thereout. or of any part thereof, for or upon Accompt of Taxes or otherwise howsoever, that then and at any time thence-after the faid E. F. his Executors and Administrators, shall and will at the Request, Costs and Charges of the said A. B. and C. B. their Heirs and Assigns, surrender, assign or otherwise transfer the said mortgaged Premisses, and all his Estate and Interest therein to the faid A. B. and C. B. their Heirs or Assigns, or to whom they shall appoint; and in such case also the said & E. F. shall deliver up to the said A. B. and C. D. their Heirs or Assigns, the said recited Deed of Mortgage to the said, &c. his Executors or Administrators; and the Assignment of the said Mortgage to the said, &c. and also the, &c. any thing herein contained to the contrary notwithstanding.

Pro-

granted, concluded and agreed upon, by

and between the said Parties to these Pre-

sents, that in case the said A. B. his Heirs

Provided always, and it is covenanted,

Provise in a Mertgage to Several Perfons that on Payment of fuch a sum to or Assigns, do and shall well and truly one for the Use pay or cause to be paid unto the said rinder, &c.

of another, and C. D. and E. F. their Executors or Admiapplied accord- nistrators, the full Sum of, Oc. in and upriage-Articles, on, Oc. to and for the fole Use and Beand such a sum nesit of the said G. H. and E. F. and to be to another Per- applied according to the Articles made on for, with Inte- their Intermarriage; and also if the said gagees to re. A. B. his Heirs or Affigns, do also well affign and fur. and truly pay or cause to be paid unto the said L. M. his Executors and Administrators the full Sum of, &c. with lawful Interest therefore, in and upon the faid Day, &c. to and for the sole Use and Benefit of him the said L. M. his Executors. Administrators and Assigns; all which said Payments are to be made without any Deduction or Defalcation for Taxes, Affestments or any other Impositions whatsoever, either ordinary or extraordinary, that then and at any time thence-after, they the faid C. D. E. F. and L. M. their Executors, Administrators and Assigns, shall and will at the Request, Costs and Charges of the said A. B. his Heirs or Assigns, surrender, affign or otherwise transfer all and fingular the said Premisses above mentioned, with the Appurtenances, unto the faid A. B. his Heirs and Affigns, or to whom he or they shall direct or appoint, so as the Person or Persons who is or are to make such Surrender.

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fender, Assignment and other Assurance, be not compelled or compellable by force of these Presents, to travel or go for the doing thereof, from the Place or Places of his or their respective Habitation or Place of Abode at the time of fuch Request to be made, nor to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective Acts, any thing

herein contained, &c. Provided always, and it is agreed by and Provide in between the faid Parties to these Presents, For, on Pay-

that if the faid A. B. his Heirs or Assigns ment of Money, do and shall well and truly pay or cause Morigand to be paid unto the said C. D. his Execu-reconvey the tors, Administrators or Assigns, the full Premisses. Sam of, &c. in and upon, &c. next com-

ing; and also the further full Sum of &c. in and upon, &c. which will be in the Year of our Lord, &c. without any De-

duction or Defalcation for Taxes, Assesments or any other Impolitions what loever, either ordinary or extraordinary, that then and at any time thence-after, he the faid

C. D. his Heirs, Executors and Administrators, shall and will, at the Request, Costs and Charges of the said A. B. his

Heirs or Assigns, reconvey or otherwise transfer all and singular the said Premisses above mentioned, with the Appurtenances, unto the said A. B. his Heirs and Assigns,

or to whom he or they shall appoint, so as the Person or Persons who is or are to make fuch Reconveyance or other Affurance by

force of these Presents, be not compelled

or compellable for the doing thereof, to travel or go from the Place or Places of his or their respective Habitation or Abode. at the time of such request to be made. nor to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective Acts, any thing, &c.

Provide in a Provided always, and it is agreed by

Mortgage in and between the said Parties to these Prefee, to reconfents, That if the faid A. B. his Heirs or wey the Pee, Affigns, do and shall well and truly pay Tirm to attend or cause to be paid unto the said C. D. his ve, on Payment Executors, Administrators or Assigns, the of Money, &c. full Sum of, &c. in and upon, &c. next coming, and also the further full Sum of. &c. in and upon, &c. which will be in the year of our Lord, &c. without any Deduction, Defalcation for Taxes, Affestments or any other Impositions whatfoever, either ordinary or extraordinary. that then, and at any time thence-after, he the said C. D. his Executors, Administrators and Assigns, shall and will at the Request, Costs and Charges of the said A. B. his Heirs or Assigns, reconvey otherwise transfer and affure all and fingular the said Messuage, Lands, Hereditaments and Premisses above-mentioned, with the Appurtenances, unto the said A. B. his Heirs and Affigns, or to whom he or they shall appoint, by such Ways and Means as by the faid A. B. his Heirs or Assigns, or his or their Counsel, shall be devised, advised and required; and also shall and will at the like Request, Costs and Charges of the said A. B. his Heirs or Assigns, assign or otherwise transfer or cause to be assigned and transferred the Remainder of a certain Term of 500 Years granted of the said Premisses by Indenture, bearing Date, &c. made between, &c. assigned to, &c. in Trust for the said C. D. and to attend the Conveyance above recited, unto such Person or Persons as the said A. B. his Heirs or Assigns shall direct and nominate, in Trust for the said A. B. and his Heirs, and to attend the Inheritance, so as the Person or Persons who is or are to make such Reconveyance or other Assurance and Assignment, be not compelled, &c. ut supra.

Provided always, and upon this Condi-provise m Paytion, that if the said A. B. his Heirs, Exe-ment of Mortacutors or Administrators shall well and sage Money, truly pay or cause to be paid unto the said Indenture to the said secutors, Administrators or As-a Fine coverigns the full Sum of, &c. on, &c. without namied to be any Deduction, Defalcation or Abatement, lanted to be any Deduction, Defalcation or Abatement, lanted, to ensure for or in respect of any Parliamentary or to the Mortgatother Taxes, or any Charges or Impositions and Issue, &c. whatsoever, that then and from thence-by may of Setaforth the Use herein before limited to the element.

faid C. D. and his Heirs, shall cease, determine and be void; and the said Premisses, and the Estate hereby granted to the said C. D. and his Heirs, and also the said Fine herein before covenanted to be levied, and the Execution thereof shall be and enure, and shall be construed, adjudged and deemed to be and enure to the Use and Behoof of the said A. B. for and during the Term of his natural Life, with

out Impeachment of Waste; and from and after his Decease, to the Use and Behoof of the said E. for and during the Term of her natural Life, in Lieu and Satisfaction of her Dower; and from and after her Decease to the Use of the Heirs of the Body of the faid A. B. on the Body of the faid E. begotten or to be begotten; and for Default of such liffue, to the Use and Behoof of the right Heirs of the faid A. B. for ever, and to and for none other Use. Intent or Purpose whatsoever, any thing herein contained, &c.

Provi from Payment of in dr, &c.

Provided always, and it is hereby covenanted, concluded and agreed, by and beward Rose, tween the said Parties to these Presents, for them, their Executors, Administrators for to when and Affigns, that if the faid A. B. his Heirs. mode to force. Executors, Administrators or Afligns, do and shall well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the said yearly Rent of, &c. on the Days herein before appointed for Payment thereof, or within 21 Days next after every of the faid Days respectively in every year, during the said Term of, &c. without any Deduction, Defalcation or Abatement of any thing for or in respect of any manner of Taxes, Loans, Affeilments or Payments what loever, either ordinary or extraordinary, or for or in respect of any matter or thing whatsoever, that then from and immediately after such Payment of the faid yearly Rent in manner aforelaid, the laid recited Indenture and Grant of all the faid Premises therein and Citation in the way

therein mentioned, made unto the faid C. D. shall cease, determine and become and be from thenceforth void and of none effect; and then also the said C. D. shall at the Request, Costs and Charges of the said A. B. his Heirs, Executors, Administrators and Assigns, surrender unto the said A. B. his Heirs and Assigns, the residue of the said Term of, &c. then to come and unexpired, and deliver to be cancelled unto the faid A. B. his. Heirs and Affigns, the faid recited Indenture, and that part of these Presents sealed by the said A. B.

Provided always, and upon this Condi- Proviso on Paytion nevertheless, that if the said A. B. ment of Mort-C. D. and E. F. or any of them, their or any gage Mmey, of their Heirs, Executors, Administrators or but if Money Assigns, shall on or before, &c. next com- not paid at the ing, well and truly pay or cause to be paid time agreed, unto the said G. H. his Executors, Admini- Mortgagee to trators or Assigns, the said Sum of, &c. that misses to satis. then this present Indenture, and all the Term fy his Debt. and Estate hereby granted and assigned, &c. shall cease, determine and be void to all Intents and Purposes: But if the said Sum of, &c. shall not be paid before the said. Oc. next coming, that then and from thenceforth it shall and may be lawful to and for the said G. H. his Executors, Administrators and Assigns, absolutely to sell and convey all and fingular the faid Manors, Messuages, Lands and Premisses, and all and every the Term and Estate of and in the same hereby granted and assigned to him, to any Person or Persons whatsoever, for the purpole aforesaid. Pro-

Provided always, and it is hereby agreed

Provise that if e Life dies in and declared by and between the said Pare Leasebold Eftate, Mert-

ties to these Presents, that in case any of gage may on the Lives (on which the said Term deter-Default of the mines) shall happen to die, and the said Mortgagor for- A. B. his Executors or Administrators shall negle&, or upon request to him or them Leafe, or add made by the laid C. D. his Executors, Ad-"Life WLives, ministrators or Affigns, refuse to renew the faid Leafe, and to add one or more Life or Lives in the room of such Person or Persons so dying, that then and in such Case it shall and may be lawful to and for the said C. D. his Executors, Administrators or Assigns, at any time or times after such neglect and refusal made as aforesaid, to furrender and deliver up the said recited Indenture of Lease into the Hand or Hands of the Lord or Lords of the Fee or Fees of the Premisses hereby granted and assigned. and to accept and take a new Leafe or Leafes of the Premisses hereby granted in his own Name, for the Term of 99 Years, or any greater Term or Number of Years, determinable on the Death or Deaths of fuch Person or Persons as he shall Name; or to add one or more Life or Lives to the present Lease, in the room of such Person or Persons so dying, and to pay the Consideration-Money for such renewal or addition as aforesaid, which new Lease or Leases so to be made, shall not be redeemed or redeemable by the faid A. B. his Executors, Administrators or Asfigns, until he or they shall have fully paid and fatisfy'd the faid C. D. his Executors, AdmiAdministrators or Assigns, as well the said, &c. hereby secured with the Interest thereof; as also all such Sum and Sums of Money as shall be paid by the said C. D. her Executors, Administrators or Assigns, for the Fine or Consideration for such renewal or additional Life or Lives as aforesaid, and all Costs and Charges thereabout, with lawful Interest for the same, any thing herein contained. &c.

And further, that in case it shall happen Provise for the that one or more of the Lives on which Mertgagee to the Estate hereby granted is determinable, renew a Freeshall happen to die before the principal hold-Lasse on Money hereby secured, and the Interest either of the thereof shall be fully paid and satisfy'd, and Lives, if the the said A.B. his Heirs or Assigns shall Mortgagor reneglect, or upon request to him or them fasts to do is, made, refuse to renew his or their Estate &c. and Interest in the said Premisses, and add one or more Life or Lives in the room of the Person or Persons so dying, and subject fuch new Estate to the Payment of the Money hereby fecured, or shall make any Failure in Payment of the Principal Money hereby secured, or the Interest thereof, or shall permit the said yearly Rent of, &c. or any part thereof to be behind and unpaid, and thereby fuffer the Lord or Lords' of the Fee of the said Premisses to enter thereupon, or bring or profecute any Action or Suit for the same, that then and in any of the said Cases it shall and may be lawful to and for the said C.D. his Heirs or Assigns, to pay off and discharge all fuch Arrears of Rent as shall be then unpaid;

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unpaid; and also to contract or agree with the Lord or Lords of the said Premisses for the time being, for renewal of fuch Estate and addition of one or more Life or Lives in the room of fuch Person and Persons so dying, and take a new Lease or Grant of the faid Premisses, in the Name of him the faid C.D. his Heirs, Executors or Administrators; and for such Life or Lives as he or they shall think fit, in the room of the Person or Persons so dying, which Estate so to be renewed and taken. shall not be redeemed or redeemable by the said A. B. his Heirs or Assigns, until he or they shall have fully paid and satisfied unto the faid C. D. his Executors, Administrators or Assigns, as well the Money by him paid for Arrears of Rent, and for Renewal with the Interest thereof and Charges thereabout, as also the said Sum of, &c. now Lent, with all Interest due or to grow due therefore.

On payment of tute to be word pad delivered

And it is hereby granted, concluded, Money, & Sta- provided and agreed upon, by and between the faid A. B. and C. D. and E. F. and the faid C. D. and E. F. are contented and willing, and each of them for himself severally and apart, and not jointly, and for his several and respective Executors and Administrators, doth Covenant, Promise and Grant to and with the said A. B. his Heirs, Executors, Administrators and Asfigns by these Presents, that if the said A. B. his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said C. D. and E. F.

## The Conveyancer's Guide, &c.

E. F. their Executors, Administrators and Affigns, the full Sum of, &c. in and upon, &c. according to the Purport and true Meaning of the Condition contained in the faid last recited Indenture, that then and from thenceforth the faid Recognizance or Writing-Obligatory shall cease and be void; and then, and at any time thence after, they the said C. D. and E. F. their Executors, Administrators and AF figns, shall and will upon Request to them in that hehalf made by the said A. B. his Heirs, Executors and Administrators, deliver up the faid recited Statute to be cancelled and made void, and shall and will do any thing at the Charges of the faid A. B. his Heirs, Executors and Administrators for vacating the Inrollment of the faid Statute, as shall be required.

Provided always, and upon Condition Provise as innevertheless, that if the said A. B. his Heirs, demnifying a Executors, Administrators and Assigns, or Obligation enany of them, shall well and truly acquit, tered into, a discharge, save harmless and indemnify the Term granted said C. D. his Heirs, Executors and Admi- to ceale and nistrators, and every of them, against the determine, &c. faid E. F. his Executors, Administrators and Assens, of, from and in respect of the above recited Obligation fo entered into as aforefaid, and of and from all and all manner of Sums of Money, Debts, Penalties and Porfeitures contained in the same, or that shall or may in any wife be or arife against the said C. D. his Heirs, Executors or Administrators, or against his or their

Lands, Tenements, Goods or Chattels, or any or either of them, for or by reason of the faid Security or Bond so entered into by him as aforesaid, that then this present Indenture, and the Estate and Term hereby granted, and every thing herein contained, shall cease, determine and be void to all Intents and Purposes, any thing herein contained to the contrary thereof in any wife notwithstanding.

uties a Leafe

Provided always, and upon Condition nevertheless, that if the said A. B. his Exeso be roid, &cc. cutors or Administrators, or any of them. do and shall yearly and every Year, for and during the natural Lives of them the faid, &c. and the Life of the longest liver of them, well and truly pay or cause to be paid unto the said, &c. his Executors. Administrators or Assigns, the Annuity or yearly Sum of, &c. at the Four most usual Feasts or Terms in Year, (that is to say) &c. or within 21 Days next after every of the said Feasts, by even and equal Portions, the first Payment thereof to begin and be made at, Oc. next ensuing the Date hereof, without any Deduction or Abatement out of the same, for or by reason of any Taxes, Charges, Affessments or Impositions whatsoever, either ordinary or extraordinary, that then this present Indenture, and every thing herein contained, shall cease, determine and be void, any thing herein contained, &c.

Pro-

Provided always, and it is agreed by Provise on acand between the said Parties to these Pre-quitting a Perfents, and the true intent and meaning for from Payhereof also is, and it is hereby so declared, muities, on asthat in case the said A. B. do and shall figuing ever within the space of one Year next coming, Mortgage-release, acquit and discharge, as well the reactable for faid C. D. his Heirs and Afligns, as the faid joymens of Messuages, Lands and Premisses by him Lands purpurchased as aforesaid, of and from the chased, on Infaid Annuity of, &c. per Ann. and all Ar-denture and rearages due and to grow due for the same. Term made as And also if the said E. F. his Executors he wild. and Administrators do and shall within the time aforefaid, by fuch good Conveyances in the Law, as the Counsel of the faid C. D. shall reasonably advise, asfign the Remainder of the faid Term of 500 Years, of and in the faid leveral Meffuages and Lands by him the faid C. D. purchased as aforesaid, to such Persons, and in fuch manner and form as he the said C. D. shall for that purpose direct and appoint. And also if the said C. D. his Heirs and Assigns shall and may in the mean time, and until such Release and Affignment shall be made as aforesaid. peaceably and quietly hold and emoy all and fingular the faid Messuages, Lands and Premisses by him purchased as aforesaid, with their and every of their Appurtenances, clear and freed from the Payment of the said Annuity of, &c. per Ann. and the Arrears thereof, and all Actions, Suits and Distresses for Non-payment thereof, and likewise acquitted and freed from the

Payment of the faid, &c and the Interest thereof, and all Entries, Adions and Suits. to be brought for Recovery thereof. And also if the said A. B. and his Heirs, do and shall at all times hereafter, until such Releafe and Affignment shall be made as aforefaid, well and sufficiently save harmless and keep indemnified the faid C. D. his Heirs and Assigns, and his and their Tenants, of and from all Entries, Actions, Suits, Costs, Expences and Damages whatsoever, that may be brought against of happen to him or them, or any of them. for or by reason of the said Annuity of. &c. per Ann. or for or by reason of the Nonpayment of the said, &c. or any Interest thereof, or any thing relating thereunto; that then and from thenceforth these Prefents, and every thing herein contained, shall cease, determine and be utterly void. any thing herein contained, &c.

Provise on indemnifying Lands festled and paying Portions, &c. -& Term of 1000 Tears so cease, and Indenture to be void, &c.

Provided always and upon Condition nevertheless. That if the said A. B. his Heirs, Executors or Administrators, do and from Legacia, shall well and truly pay, or cause to be paid unto the said E. F. Oc. the several Legacies and Portions of, &c. a-piece and yearly Maintenance a-piece above mentioned to be to them given and bequeathed in and by the said recited last Will and Testament of the said, &c. deceas'd, when and as the same shall become due and payable, according to the true Intent and Meaning of the same Will; and also do and shall from time to time, and at all times hereafter, well and sufficiently protect, indem-· nift

nify and save harmless, not only all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned to be granted, conveyed and assigned in and by the said several recited Indentures, and every Part and Parcel thereof, with the Appurtenances, but also all and every the Person and Persons, who by the Purport and true Meaning of the fame Indentures, or any or either of them, ought to hold and enjoy the same Premisfes, or any Part thereof, and his and their Trustees and Tenants thereof, of, from and against the said Legacies, Portions and Maintenances, and every of them, and of, from and against all Actions and Suits both at Law and in Equity, which shall or may be brought, commenced or profecuted for, touching and concerning the faid Legacies, Portions and Maintenances, or any of them, or any Part thereof, that then and from thenceforth these Presents, and every thing herein contained, shall cease, determine and be void to all Intents and Purpofes whatfoever, any thing herein contained. Or.

Provided always and it is hereby cove- Provise to difnanced, granted, concluded and agreed pole of some upon by and between the said Parties to ties to chathese Presents, their Heirs and Assigns, That and also on the the faid Annuity or yearly Rent-Charge Decease of boreby granted, from and after the Deceases Truffer, to of them the said A. B. and E. his Wife, affer 10 yearly for ever thence after, shall be paid others. by the said C. D. E. F. Oc. their Heirs and Affigns, to fuch and so many poor People

as shall from time to time be inhabiting in, &c. aforesaid, and which shall want Relief and Maintenance, and shall be chargeable to the said Parish, &c. in and upon the Feasts of, &c. or within twelve Days next after either of the said Feasts in such manner as the said C. D. E. F. &c. or the greater Number of them shall think fit. Provided also and it is further covenanted, granted, concluded and agreed by and between the faid Parties to these Presents, their Heirs and Affigns, that the two Survivors of them the said C. D. E. F. co. shall and will within three Months next after the Deceases of the two first of them, the said C. D. E. F. &c. grant and affign over the faid Annuity or yearly Rent-Charge, with Power of Distresses therefore as aforesaid, to four others of the chief and ablest Perfons of the Parish of, &c. their Heirs and Affigns; and after the Deceases of any two of them, then the two said surviving Persons shall and will grant and assign over the faid Annuity or yearly Rent-Charge, with Distresses therefore as aforesaid, to four others of the chiefest and ablest Perfons that shall be inhabiting in, &c. aforefaid; and so from time to time for ever hereafter, the like Grants and Affiguments, shall be made of the faid Annuity or yearly Rent-Charge, and Distresses therefore as aforesaid, to the end that the said Annuity or yearly Rent-Charge may be the better disposed of for the Purposes aforesaid.

Provided always and the said Grant and Amether Pro-Conveyance hereby made is upon this fur- vife in Conther Trust, That when and as often as the Lands on Trust said Trustees shall by their Mortality be re- for charitable duced to the Number of three, or any lef- uses, on the fer Number, it is agreed by and between Death of Such the said Parties to these Presents, and here- Manher of by so declared, that in such Case the sur-rest to convey viving Trustees by and with the Consent of to other new the Lord of the Manor of, Oc. aforesaid, Trustees for and the Minister and Church-wardens of ever. the said Parish for the time being, shall and ought by good Affurances in the Law, to convey the said Premisses above mentioned, with the Appurtenances, unto ten' more of the most sufficient and substantial Inhabitants of the said Parish, and their Heirs, upon the same Trusts, and for the like Ends, Intents and Purpoles as is herein before declared, and so from time to time for ever hereafter, toties quoties, and as often as the said Trustees shall be reduced to the Number of three, or any less Number, whereby the said Trusts thereof may have a perpetual Duration and Continuance, and may not come to and vest in the Heirs of any furviving Trustees; any thing herein contained, &c.

Provided always and it is hereby agreed Provise for and declared, That it shall and may be Trustees to delawful to and for the said C. D. and E. F. dast ressent to receive and deduct out of the Rents and their Trust, Profits of the said Premisses all their rea-sectionable Costs, Charges, Expences and Damages, that they or any or either of them shall expend, lay out, sustain, or be put

unto, by reason of the Trust hereby in them reposed. And it is further agreed and declared, That each of them the faid: C. D. and E. F. shall be accountable for fuch Rents and Profits only as shall actu-, ally come to his own Hands severally, and not for the Receipts or Payments of each. other.

Provide for the in the Wife's Hands of Trufices, and inwest the same in Trade, or lay it out in Lands, &c.

Provided always and it is hereby further Husband to call agreed and declared by and between the; faid Parties to these Presents, That in case. Fortune in the the said A. B. shall at any time, during his natural Life, be minded and defirous to call in the faid 500 L or any Part thereof. and to invest the same in his Trade or to lay. out the same in a Purchase of any Lands. the Purchas of Tenements on Hereditaments, and Shall procure the Consent of the faid E, his intended Wife, and of the faid, orc. during their joint Lives, or of the Survivor of them after the Death of either of them for so doing, to be declared in Writing under both their Hands and Seals during their joint Lives, or under the Hand and Soel of the Survivor of them, after the Death of one of them, that then and in such Case it shall and may be lawful to and for the said C. D. E. F. and G. H. and the Survivor of them, and the Executors and Administrators of such Survivor to call in the said-500 t and to pay the same to the said A. B. who may either invest the same in the Trade which he the faid A. B. now doth er hall! use, or lay out the same in the Punchasons any Lands, Tenements or Hereditaments; to be fattled on the faid E. and the Iffic of her

her Body by the faid A. B. to be begotten, as by the Purport of fuch Writing, so to be scaled and executed as aforesaid, shall be declared, agreed and directed concern-

ing the same.

Provided always and it is hereby agreed provise to fell by and between the faid Parties to these Amuities Presents, That in case the said A. B. shall served on a at any time, during his natural Life, be Hubband's minded and intended to fell and dispose of feeling Land the said Annuities of, &c. per Ann. and, &c. of the same per Am. and shall settle and assure or give Palme, and to Security to the good liking of the said E. the same Usu. his Wife, and likewife of the faid C. D. E. F. &c. or the Survivors or Survivor of them, or the greater Number of fuch Survivors, to settle and assure any Messuages, Lands, Tenements, Rents, Annuities, or other Hereditaments of the clear Value of, to above all Reprizes, and free from Incumbrances, upon the same Trusts, and for the same Ends, Intents and Purposes, as the faid Annuities are fettled, that then and in such Case, it shall and may be lawful to and for the faid C. D. E. F. &c. and the Survivors and Survivor of them, to fell and dispose of the said two several Annuities of. c. per Ann. and, c.c. per Ann. as he the faid A. B. shall think fit, any thing herein contained, &c.

Provided always and it is agreed be Revole in a tween the faid Parties to these Presents, Reloofs of That nothing herein contained shall extend it shall not be construed, expounded or taken to ex-construed to tend to release, impeach, or in any man-extend to Rener discharge or prejudice one Annuity of lasse an Annuity

Right to a House, &C. given by Will.

20 l. per Ann. given to the said E. B. for her Life in and by the last Will and 'Testament of the said A. B., her late Hulband, deceas'd, and charg'd on, and issuing and payable out of the said Premisses, nor to release, impeach, or in any manner difcharge or prejudice the Power thereby given and granted of distraining for the faid Ampuity, but the faid, E. B. shall and may have, receive, take, fue for and recover the same annually by all Ways and Means whatfoever, as fully and freely to all Intents and Purpoles whatfoever, as if these Presents had not been made. And also that nothing herein contained shall extend or be construed, expounded or taken to extend to release, impeach, or in any manner discharge or prejudice such Right and Title, which she the said E. B. hath or may claim in and to all that Messuage or Tenement at, &c. and the Garden and Orchard thereto belonging, by Virtue of the fast Will and Testament of the said A. B. but the said E. B., shall and may hold and 'enjoy the same Messuage; Garden and Orchard for and during the Term of her natural Life, according to the Purport and true Meaning of the laid Will; any thing herein contained, &c.

That Provifion made a

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Provided also and it is the true Intent and Meaning of these Presents, and of, all the Parties thereunto, That the said Proviriage modeler, sion hereby made by the said A. B. for the there Thirds faid E. his intended Wife, is in lieu and full Recompence and Satisfaction of her Dower and Thirds at the common Law, Topical ीही राजधीत 💰 🕻 🖫 हाराज दिल्ली

which she shall on may have or claim in or to any of the Lands, Tenements or Hereditaments, which he the said A. B. may: hiersefter purchase, or by any other Ways or Means, be at may time hereafter seized: or passessed of.

Provided always and upon Condition, Privile, that That if the said E. shall at any time after if a Woman ... the Decease of the said A. B claim or de. claim Dower. mand: any Dower, Right or Title of Dow- in the Hefer, of, in, unto or out of any Messuage, Settlement to Lands, Tenements or Hereditaments, where- cease and be of or wherein the faid A. B. hath been, wold. now is, or hereafter shall be seized of any. Estate of Inheritance, that then and from? thenceforthethese Presents and every thing herein contained shall cease, determine, and be utterly void and of none effect, any thing herein contained to the contrary thereof in any wife notwithstanding.

Provided also and it is further covenant- Author of the od, concluded, declared and agreed by like Noture to on, concluded, worself have and between all the said Parties to these difference the Profents, That if the said E. shall at any we on her time hereafter claim or challenge any slaining of Dower of, in, or to any the Manors, Dower. Lands. Tenements or Heredisaments whatfoever, whereof or wherein the faid A. B. is or shall be seised, that then all and every the Trusts hereby declared for the Benefit of her the faid E, of and in the faid Premisses above mentioned shall cease and he. void; and that then also the Use herein before limited to the said E. for her Life, of and in the faid Manor of, &. and other the faid Premisses to her so, limited shall

cease and be void, any thing herein before contained to the contrary nowishstand: ing.

Browifo giving a Wife Power to relinquist ø Settlement, and to cujoy what the Cufor of the City of Lone don ellers.

Provided always and it is hereby agreed and declared by and between the faid Parties to these Presents, That if it shall happen that the faid E. faall furvive the faid A. B. and shall be minded and desirous to relinquish the Settlement above recited. and likewise the Provision hereby made for her, and to take such Share of the said . A. B's Esture as the can or may be institled: unto by the Castom of the Ciry of London. and of such her Mind and Desire shall give Notice in Writing under her Hand and Scal to the Heirs, Executors or Administrators of the faid A. B. within fix Months after his Decease, and within the time aforesaid, shall actually surrender her said Estate for Life in the Premisses aforesaid: and likewise the further Provision hereby made and intended for her Benefit, that then and in such Case, it shall and may be lawful for her the said E. to demand, receive, take and enjoy such Pure and Shure of the said A. B's Personal Estate, as a Precman's Wife of the City of London can or may be intitled unto, or ought to have or enjoy by the Custom of the faid City, any thing herein contained, &c.

Provise giving Colely to difpose of Lands by Deed or Will, metwithfanding the Coverture.

1. . . .

Provided always and it is hereby declara Wife Power ed and fully agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the faid B. B. and the faid E. B. shall have full Power, Liberty and Authority at any time or times Section, Jiere-

## The Conveyancer's Suive, &c.

hereafter during her Life, whether the shall be fole or married, and notwithstanding her Coverture by any Deed or Deeds, Writing or Writings by her signed and sealed in the Presence of three or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will and Testament, to. grant, limit and appoint the faid Messi-.age or Tenement, with the Appurtenances, called, &c. to any Person or Persons what- . foever, for any Term or Number of Years. as the shall think fit, or for Life or in Fee, as she may be willing and intended, any

thing herein contained, Oc.

Provided always and upon Condition, provided always and upon Condition, provided to the provid and it is covenanted, granted, concluded and is Porfin Power agreed upon by and between the faid Par- to revoke a ties to these Presents, and the true Meaning Settlement, hereof alfo is, That if the faid A. B. shall at any time during his natural Life be minded, purposed of determined to revoke, alter, change and make void all and every the Use and Uses, Estate and Estates above limited, and the same his Mind and Purpose shall declare in and by any Writing or Writings by him to be figured and sealed in the Presence of two competent Witnesses or more, or by his last Will and Testament in Writing executed in the Presence 'of two competent Witnesses or more to revoke, alter and make void all and every the Use and Uses, Estate and Estates, Intents and Purposes in and by these Presents limited and expressed, that then and from thenceforth all and every the said Use and Uses Estate and Estates above limited, ex-X 4 pressed

pressed and declared, shall cease, determine and be utterly void and of no force: and that then and from thenceforth the faid Messuages, Lands, Tenements. Hereditaments and Premisses above mentioned, shall be and remain to the only proper Use and Behoof of the said A. B. his Heirs and Assigns for ever; these Prefents, or any thing herein contained, to the

contrary notwithstanding.

Browile to rewoke Uses in a Settlement, enoope Leases, &c. Prior to luch Revocao Fine levied hall cours to my Uses, &cc.

Provided always and it is further declared and agreed by and between all the faid Parties to these Presents, That if the said 4. B. at any time or times during his Life, by any Writing or Writings by him subscribed with sim, and that his Name, and sealed with his Seal, executed in the Presence of three credible Witnesses, shall declare and specifie, That he doth revoke, or that he is willing to revoke, make void or defeat all or any of the Use or Uses, Estate or Estates, before limited and appointed, of or for all the faid Premisses by these Presents limited, to the Use of the said A. B. during his natural Life, or of or for any Part or Parcel of the same, that then and from thenceforth, notwithstanding any such Lease or Estate to be made of any Part of the said Premisfes, or otherwise, all and every such of the Uses and Estates before limited concerning so much of the said Premisses limited as aforesaid to the Use of the said A. B. whereof fuch Declaration or mention of Revocation, making void or defeating, shall be so made as aforesaid, shall cease and determine according to the true Intent and Meaning of such Writing or Writings which

## The Conveniencer's Suide, &c.

which shall be in that Behalf so made as aforesaid, other than the Estates and Interests only of the several Persons above mentioned, which shall have any Lease. Demise or Limitation of Uses, made by the faid A. B. in manner aforesaid, before the faid Revocation or Declaration made for that Purpose. And that from thenceforth the said Fine and Recovery shall be and enure as for and concerning fuch Part and Parcels of the Premisses by these Presents limited as aforesaid, to the Use of the Said A. B. whereof such Revocation or Declaration shall be had or made to the Usa of such Person or Persons respectively, and for such Estate, Time and Term, and with. and under fuch Powers of Revocation and Limitation of new Uses, and other Powers, Conditions and Agreements, as shall be by such Writing or Writings so to be subscribed, sealed and executed, or by any other Writing or Writings sealed and subscribed as aforesaid by the said A. B. Limited and appointed; and for Default of such other new Limitation of Use or Uses, to the Use of the said A. B. his Heirs and Asfigns for ever.

greed by and between the said Parties to wike Uses, 4. these Presents, and hereby so declared, That mit new User, if the said A. B. and E. his Wife, shall be Londs with minded, purposed or determined to revoke Amuities. and make void all and every or any the Payment of Use and Uses, Estate and Estates, Intents Sums of Moor Purposes above mentioned, or to charge my, ecc. the faid Messuages, Lands, Tenements, Hereditaments and Premisses so limited in Uſe

Provided also and it is hereby further a- Provise to pr-

Use to them as aforesaid, or any Part thereof, with any Sum or Sums of Money, Annuities, Rent Charges, or otherwise, and the same their Minds and Purpoles shall declare in and by any Writing of Writings by each of them to be figned and sealed in the Presence of two or more credible Witneffes, to revoke, alter and make void any Use or Uses, Intents and Purposes in and by these Presents limited, or to charge the faid Premisses, or any Part thereof, with any Sum or Sums of Money, Annuities. Rent-Charges, or otherwise, that then and from thenceforth all and every, or any fuch of the faid Use and Uses, Estate and Estates. Intents and Purposes so declared to be made void, shall from thenceforth cease. determine and be utterly void, frustrate and of none effect; and that then and from thenceforth the faid Messuages, Lands and Premisses above mentioned, shall be and remain; and that then all and every Perfon and Persons seised, or which ar any time thence after shall be seiled of the said Premisses above mentioned, shall thereof, and of every Part thereof, stand and be feized to the Use and Behoof of such Perfon and Perfons, and to and for fuch Use and "Uses, and to and for the Payment of such Sum and Sums of Money, Annuities, Rent-Charges, and other Things, as they the faid A. B. and E. his Wife, by any fuch Writing or Writings, by each of them to be duly executed as aforefaid, shall limit, appoint, declare or charge the faid Premifles, or any Part thereof, withal. Pro-

Provided always and it is hereby declar- Provise that a ed and agreed by and between all the faid Term in a Parties to these Presents, That the said slement is on Term and Estate of 1000 Years limited to Trust for val. the faid C. D. E. F. &c. as aforefaid, is li-fing Daughtriced upon fuch Trufts, and to and for ter's Persians, fuch Invents and Purpoles as are herein-af- to be raid as fuch intents and rulpoles as all notetings their Age or for mentioned, expressed and declared Marriage, ( that is to fay ) That in case there shall be with Interest Failure of Isiue Male of the Body of the in the meen faid A. B. on the Body of the laid E. his Wife time. begotten; or in case there shall be Issue Male of the Body of the faid A. B. on the Body of the said E. his Wife begotten, and fuch Issue Malé shall die without Issue Male of his or their Body or Bodies begotten, and there shall be one or more Daughter or Daughters between them begotten; then upon Trust, and to the Intent and Purpole, that they the said C. D. E. F. &c. their Executors, Administrators or Affigns, shall and ought by Sale or Mortgage of their Estate or Term of 1000 Years of and in the said Manors, Advowfon, Messuages, Lands, Tenements, Hereditaments and Premisses so to them limited as aforelaid; or of or in a competent or sufficient Part thereof, and by and with the Rents and Profits thereof, in the mean time and until fuch Sale, raife, levy and pay such Sum and Sums of Money for the Portion or Portions and Maintenance of fuch Daughter or Daughters as are herein-after mentioned (that is to fay) If there shall be but one such Daughter, and The Portions. no more, then the Sum of 10000 L of, &c. &c.

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for the Portion of fuch only Daughter, to be paid to her when and as foon as the shall attain her Age of 21 Years, or be married, which shall first happen, with Interest in the mean time, after the Rate of 1 14 l. per Cent. per Ann. and to commence at fuch time as the faid Term shall commence for the Maintenance and Education of such only Daughter; and if there shall be two Such Daughters, then the Sum of 12000 L of, or, to be paid unto and equally divided between them, Share and Share alike, as and when they shall respectively, attain their several Ages of 21 Years, or be married, which shall first happen, with Interest in the mean time, after the Rate of 4 L per Cent. per Ann, to each of fuch Daugh, ters for their respective Portions, to take Commencement as aforefaid, for their Maintenance and Education, until they shall respectively attain their several Ages of 11 Years, or be married as aforefaid, and if there shall be three or more such Daughters, then the Sum of 14000 l. of, &c. to be paid to and equally divided amongst fuch Daughters, Share and Share alike, when and as each and every fuch Daughter shall attain to her respective Age of 2x Years, or be married, which shall first happen, with the like Interest of 4 l. per Cent. per Ann. to each and every such Daughter for the respective Portion of such Daughter for their Maintenance and Education, to be computed as aforesaid, until each and every fuch Daughters respectively attain their several Ages of .21 Years. Oc. or be married as aforesaid, which first happen. Pro-

Provided always. That in case any of the stable of this said Daughters shall happen to die before Dingtons din, their faid Portion shall become payable by Puriou to gravity Virgue of these Presents, then the Portion vor, in the or Portions and Moneys hereby provided creding for and agreed to be paid to her or them fo much were dying, shall go and be paid unto and equally divided amongst the Survivors and Survivor of them, when the Original Portion or Portions of such surviving Danghter or Daughters shall become payable by Virtue of these Presents, so as the Portion or Portions of the Daughter or Daughters fo dying, do not in the whole make up above the Sum of 10000 L to any one furviving Daughter, nor more than the Sum of 12000 l to any two furtiving Daughters, nor more than 14000 l. to any three or more, surviving Daughters, Provided and if all the allo, That in case all the said Daugh Daugheredie, ters shall happen to die before any Money, raifel, of the faid Portions shall become pay-to be paid to able as aforesaid, then the said Moneys for in Rose. intended to be raised for Portions as som on Ro aforefaid, or so much thereof as shall be mainten and aforelaid, or 10 much thereon as more than the then railed, shall go and be paid to such the same the control of the same than t Person or Persons as shall for the time being be next in Reversion or Remainder of the faid Premisses expectant upon the Determination of the laid Term of 1000 Years. and then also the said Moneys intended to be raised for Portions as aforesaid, or for much thereof as shall not be then raised, shall not be raised, and the Term hereby created shall cease for the Benefit of tha fame Person or Persons in Raversion; or

The Convergncer's Duide, &c.

ous of the Porti**m pogoblo.** 

M. Solo, Mr. Remainders as aforesaid. Provided also to be made of that no fuch bale or Mortgage shall be made as aforesaid, until some one of the Portions shall become payable by these Presents.

Children atherfor, Provision for them to acose.

Provided nevertheless, That if any such wise provided Child or Children shall be preferred in Marriage, or otherwise provided for, by him the said A. B. in his Life-time to the Value of his or their Portion according to the Intent and Meaning of these Presents, that then the Provision herein before mentioned to be made for such Child or Children respectively, shall cease determine and be void to all Intents and Purpofes.

Proife as Partious being raifed, or og beere ser, or Chiefs descarde w Pirotone W. mit M W thi Daughtir St the Husband, Scc. term to æø∫e.

Provided also, and it is hereby declared and agreed by and between all the faid Parties to these Presents, That in case all the faid Daughters shall happen to die before any or either of their faid Portions shall become payable, or in case the Sum and Sums of Money herein before appointed to be raised for Portions and Maintenance as aforesaid, shall be by the said G. D. E. F. Co. their Executors, Adminifirators or Affigns, raifed and levied by the Ways and Means in that Behalf before mentioned; or in case all or any of the said Daughters shall be by the said A. B. advanced in Marriage, with Portions to be by him paid; or in case Lands and Tenes ments of an Estate of Inheritance in Posfession shall upon and after the Decease of the faid A. B. descend and come to the fild Daighters and their Heirs from the laid

faid A, B. or any of his Ancestors; or incase the said A. B. in his Life-time shall in Pursuance and by Vistue of any Power or Anthority, in and by these Presents given to him, give, limit or appoint any Portion or Portions. Sum or Sums of Money to be paid to such Daughter or Daughters. then if the faid C. D. B. F. O.c. their Executors, Administrators of Assigns, shall by the Ways and Means aforesaid, raise levy and pay fuch, and ip much Moneys only as will make up the Portions to to be by the faid A. B. given, limited or appointed, or the Estate so to be by him, an any of his. Ancestors left to desernd to the said Daughe ter or Daughters; or any of them as aforen faid, the full Value of the Possion of Postions hereby to her ar them intended; these then and in any of the faid cases to happening, and at all times from thenseforth the faid Term and Efface of 1000 Years thall acele determine and be utterly void to all Intents and Purposes, any thing herein contained to the contrary thereof gaidness diwyon alim you ni

Provided also and is is hereby declared provide to and agreed by and between all the said charge funder. Resting active these Proteons. That is sais the father much refield A. B. shall have more Sons them one for Daughter have more Daughter for Daughter for Daughter for the Body of the said E. that them and insurant medical from Cale is shall and may be lawful to and such a same for the said A. B. by this left Will and one the Testament in Writing, sat by any other

## The Conveyancer's Suide, &c.

Writing under his Hand and Seal, in the Presence of two or more credible Wisnesses, to grant, limit or charge all and fingular the faid Manors, Messuages, Lands, Tenements, Hereditaments and Premisses shove mentioned to be hereby conveyed. or any Part or Parcel thereof, for fuch Term or Number of Years as he shall think fit, for Raising and Payment of such Portion and Maintenance for such Daughter and Daughters, and younger Sons, as he shall think reasonable. so as such Portions do not exceed in the whole the Sum of • 10000 L or for Railing or Payment of any Annuity or Annuities for fuch younger Son or Sons for their leveral Life or Lives refpectively, fo as fuch Annuity or Annuistes do not exceed in the whole the yearly Sum of 2000 to per Ann. but so as such Charges, or any of them, shall not take effect till after the Decease of the faid E. and nor before; any thing herein contained. Oc.

Proviso to charge Lands mit # Daughser's Pertient. reding o M. Amultier for yearyer" ille so make o Bume bimited by antther Settlemest, &cc.

Provided also, and it is further agreed and declared by and between the faid Parties to these Presents, that in case the said A. B. shall have more than one Son, or a to be railed by Son or Sons, and one or more Daughter or Daughters by him begotten on the Body of the faid E his Wife; and in case the said A. shall not have raised the full Portions and Annuities which he is impowered to raife in and by one Indenture, bearing equal Date with these Presents, and made between & a that then it shall and may be

be lawful to, and for the faid A.B. by any Deed or Deeds, Writing or Writings, or by his Last Will and Testament in Writing, to be duly executed or published in the Presence of two or more credible Witnesses, to charge the faid Premisses, or any part o of 100 Years or otherwise, on the said Premisses above mentioned, or any part thereof, and to be defesible on Payment of fuch Sum or Sums of Money as with the same Money he is impowered to raile in and it in by the said Indenture above mentioned, " will make up the Sum of 10000 L for the "M Portion or Portions of high younger Son or Sons, Daughter or Daughters by fuch ..... Proportions, and in fuch fort, manner and form as the faid A. B. shall by, such Deed or Deeds, Writing or Writings, or by his Last Will and Testament in Writing to be executed or published as aforesaid, direct. limit and appoint. And further, that in fuch to charge the case, it shall and may be lawful for the said Promisses with A. B. at any time during his Life, by such the Amuities. Writing or Will as aforelaid, to charge the faid Premisses or any part thereof, with any Annuity or Annuities, to and for such younger Son or Sons, for and during the natural Life or Lives of fuch younger Son. or Sons as will make up the Annuities which he is impowered to create and limit, in the whole the Sum of 12000 l. per Anna as the said A. B. shall by such Deed or, Deeds, Writing or Writings, or by his Last. Will and Testament in Writing to be duly, executed as aforesaid, direct, limit or appoint, so as the said Charge, Term of 100 Years, or the said Annuity or Annuiries do not commence or take effect, till after the deceases of the said T. B. and A. his Wise, any thing herein contained, &c.

Albemof 500 And as for and concerning the said Term Trans declared and Estate of 500 Years herein-before miral to raise limited to the said C. D. E. F. &c. their sions; if one Executors, Administrators and Assigns as Daughter such as foresaid, it is hereby declared and agreed, a Sum, and if by and between all the said Parties to sum or mere, these Presents, that the same is so limited such a Sum, to them as aforesaid, upon such Trusts, age or Mar. and to and for such Intents and Purposes, riage, and such and under and subject to such Provisoes yearly Sums in and Agreements as are herein-after menthe mean time stoned, expressed and declared, (that is senance, &c. so say) That in case there shall be a failure out of the Rents of Issue Male of the Body of the said A. B. and Profits, &c. on the Body of the said E. D. begotten,

and there shall be one or more Daughter or Daughters between them begotten, then upon Trust, and to the Intent that they the said C.D. E. F. &c. their Executors, Administrators or Assigns, shall and ought by Sale or Mortgage of their faid Estate and Term of 500 Years, of and in the faid Messuages, Lands, Tenements, Hereditaments and Premisses so to them limited as aforesaid, or of and in a competent and sufficient part thereof, and by and with the Rents and Profits thereof in the mean time, and until such Sale, raise and levy such Sum and Sums of Money for the Portion and Maintenance of fuch Daughter and Daughters as are herein-after mentioned.

fioned (that is so fay) If there shall be but one such Daughter, then the Sum of 2000 l. of . &c. for the Portion of fuch only persons and Daughter, to be paid unto her when the Maintenances shall attain her Age of 21 Years, or be particularised. married, which shall first happen; and in the mean time, and until fuch only Daughter shall attain the Age of 12 Years, the yearly Sum of 401. for her Maintenance, and from and immediately after such her Age of 12 Years, the yearly Sum of 50 L for her Maintenance, until she shall attain her Age of 21 Years or be married; and if there shall be two such Daughters, then the Sum of 2500 L to be paid unto, and be equally divided amongst them, share and share alike, as and when they shall respectively attain their Age of 21 Years or be married, which shall first happen: and in the mean time, and until each fuch Daughter shall attain her Age of 12 Years, the yearly Sum of 201. a piece for the Maintenance of each fuch Daughter, and immediately after each fuch Daughter's Age of 12 Years, the yearly Sum of 30 L & piece for the Maintenance of each such Daughter, until the respectively shall attain her Age of 21 Years, or be married; and if three or more such Daughters, then the Sum of 2000 l. of,  $\phi c$ . to be paid unto and be equally divided amongst them, share and share alike, as and when they shall respectively attain their Age of 21 Years or be married, which shall first happen. And in the mean time, and until every such Daughter shall respectively attain her respective

fpective: Age of 12 Years, the yearly Sum of 15 % a piece, for the Maintenance of every such Daughter; and immediately after every such Daughter's Age of 12 Years, the yearly Sum of 20 % a piece for the Maintenance of every such Daughter, until they shall respectively attain their Age

of 21 Years or be married.

The residue of Provided also, and it is hereby further the Rents and agreed and declared that the residue of the Profits of the Rents, Issues and Profits to arise and be the Sums for made of and from the said Premisses, over Maintenances and above what will satisfy such yearly paid, and un-Sum or Sums of Money herein-before mentil one of the rioned to be raised and paid for the Maintenance payable, tonance and Education of such Daughter to go to the or Daughters as aforesaid, and over and ment in Reverabove the Costs and Charges in raising the said. Sum and sum shall and may, until one of the said Portions shall become payable by virtue of

Portions shall become payable by virtue of these Presents, from and after the Death of the said E. without any manner of Presendice to her Jointure, to be received and taken, by and to and for the Use and Benesit of such Person or Persons to whom the next and immediate Estate for the time being, expectant upon the Determination of the said Term of 1000 Years, shall by virtue of this Indenture belong.

Provise on the Provided always, and it is hereby de-Husband's pay- clared and agreed, by and between the said Portions, a Parties to these Presents, That the said Term to Tru-Term of 500 Years so limited to them the sees to case:

and if either of the Daughters marries without Confut, her Portion to go to the other Daughters marrying with Confent; and if no Daughters live to be of Age, &c. Term to coafe, &cc.

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## The Conveyancer's Guilly Ac.

Aid C. D. E. F. &c. their Executors, Administrators and Assigns, as aforesaid, is upon this Condition, that if the said A. B: Mall happen to die withour Issue Male by Him begotten on the Body of the faid E: or shall have Issue Male, and such Issue Male shall happen to die before he shall aftain his Age of 21 Years without Islice Male; and that in either of the faid Cafes there thall happen to be one or more Daughter or Daughters of their Bodies begotten, that then and in such case, if the faid A. B. his Heirs or Assigns, do and shall well and truly pay or cause to be paid to fuch Daughter or Daughters refpectively) at her and their respective Ages of z1 Years or Days of Marriage, the feveral Portions following, (that is fay) IF it shall, happe pen that there shall be but one slick Daughter, then the Sum of 2000 1. daly for the Portion of fuch Daughter, to be were to paid to her at her Age of zr Yearly od - were Day of Marriage, which thall art happens with Interest for the same after the Rails of 4 l. per Cent. per Ann. But if it shall hapa pen that there shall be two or more shell Daughters, then the Sum loft 2000 les for the Portion of fuch two or more Daughterai to be equally divided amongst them, Share and Share alike; and to be paid to them respectively at their respective. Ages : of 21 Years of Days of Marriage, which first happen, with Interest therefore after the Rate of 4 l. per Cent. per Ass. in the mean time as aforefaid. And if any fuch Daugha ter or Daughters Mall happen oo die unk married

married before her or their Portion or Portions shall become payable as aforesaid. then the Portion or Portions of her or them fo dying, shall go and be paid to the Survivors or Survivor of them equally to be divided amongst them, Share and Share alike (to be paid at the same time as the Original Portions or Portion should or ought to become payable as aforesaid in case they had been living) so as no one fuch Daughter shall have for her Portion by survivorship or otherwise, by virtue of the faid Term of 500 Years, above the Sum of 2000 l. And in case there shall be no fuch Daughter, who shall live to be married or attain the Age of 21 Years, that then and in either of the said Cases so happening, the said Term shall cease, determine and be void, any thing herein contained to the contrary notwithstanding.

out Confest,

Provided always, and upon this further warry with Condition, that in case the said A. B. shall happen to die without such Issue Male as aforesaid, and shall happen; to leave one or more such Daughter or Daughters as aforefaid, and fuch Daughter or Daughters, or either of them, shall happen to marry in the Life-time of the faid A. B. and E. his intended Wife, or either of them, or in the Life-time of the faid Truffees, or any or either of them, without the Consent of Sirch of them the said A, B. and E. and of the faid Truftees, or the greater Number of them then living, fignified and declared under their Hands, or the Hands of the greater Number of them, that then the Portion or Por-

Portions hereby intended for fuch Daughter and Daughters so marrying respectively, shall go and be paid to such other Daughter or Daughters who shall marry with fuch Consent as aforesaid. And further, that in case there shall be no such Daughter as aforesaid, which shall live to be married, or attain the Age of 21 Years: or in case all such Daughters shall happen to marry without such Consent as aforesaid, that then and in either of the said Cases so happening, the said Term of 500

Years shall also cease and be void.

And as for and concerning the said Term Atom chargeof 500 Years herein before limited to the able with Anfaid C. D. E. F. Oc. their Executors and mittier declared Assigns, charged and chargeable with the Daughters Perlaid yearly Sum of, &c. as aforelaid, it is time, and redeclared and agreed, by and between all sidne of Money the said Parties to these Presents, that the to be paid the fame is so limited upon the Trusts, and to enter, &cc. the Intents and Purpofes, and under the Provisoes and Conditions following, (that is to fay) That if the faid A. B. and the said E. shall both die without Issue Male begotten of their two Bodies, living at the time of the Death of the Survivor of them; or if such Issue or Issues Male then living, shall all happen to die without Issue Male of any of their Bodies begotten, and before their or any of their respective Ages of 21 Years, and there shall be one or more furviving Daughter or Daughters of the Body of the said A. B. upon the Body of the said E. begotten, then the said C. D. B. F. &c. and the Survivor of them, and the

the Executors and Administrators of such Survivor, shall raise and levy by Sale of the faid Premisses, and by any other lawful Ways and Means as to them shall seem meet, the Sum of 2000 l. to be paid to fuch Daughter or Daughters, and if there shall be more than one, to be equally divided amongst them, Share and Share alike, at her and their respective Ages of 21 Years or Days of Marriage, which shall first happen; and upon this further Trust that the said Trustees shall from time to time out of the Premisses, or the Money raised thereby, provide, pay and allow to such Daughter and Daughters, not being already preferred, for or towards her or their Maintenance, so much Money yearly as the usual Interest of her or their Portion or Portions shall amount unto, at the time of fuch Payment or Payments respectively, wuntil the said respective Portion or Portions shall by the true meaning thereof become payable. And in case there be more fuch Daughters than one, and any of them shall happen to die before her or their Marriage, and before she or they fhall have attained to their respective Ages of 21 Years, then to the Intent and Purpole that the faid Trustees shall pay or cause to be paid to the surviving Daughter or Daughters, to be equally divided between them ( if more than one ) out of the Profits of the laid Premisses, or out of the Money raised thereby, such Part or Parts of the 2000 l together with such encrease or addition of Maintenance as would have

belonged to such Daughter or Daughters so Trusten to pay dying in case the or they had lived to her the Overplus to or their Age or Ages of 21 Years, or had Executors. been married. Provided nevertheless, and it is hereby declared that if after the faid Sum of 2000 L herein before limited for Daughters Portions, shall be raised, and fuch Maintenance provided for them as aforesaid, there shall remain any Overplus of Money in the Hands of the faid Trustees, or the Survivor of them, or of the Executors or Administrators of fuch Survivor, more than will facisty the faid 2000 l limited for Portions, and the reafonable Charges and Expences of the faid Trustees, their Executors and Administrators, in raising the same; they the said " Trustees, and the Survivor of them, and we would the Executors and Administrators of such a source to Survivor, shall pay all such Overplus of the A.A. Money to the Executors and Administrators of the faid A. B.

Provided always, that if any of the faid Rrevisions Daughters shall be married in the Life-time of the Doughof their Father, and shall have any Por-ters bemarried tion or Portions given with her or them time of chein. by their said Father, that then such Rather, and Daughter or Daughters so married, shall better them. have so much only out of the said 2000 l. Tension to maise to be raised as aforesaid, as the Portion or only so much.
Portions given with her or them in Mar-make up the riage by their faid Father, was fhort of the Portions in Portion or Sum of Money which should rended by the have belonged to her or them out of the Settlement, and faid 2000 l. if she or they had not been charges of the married, and no more, the same to be paid Trus, &c.

to her or them so married within six Months after the Death of their said Father and Mother, and the Desault or Failure of such Issue Male of their two Bodies as aforesaid; and in such case the said Trustees shall raise out of the Premisses so much only as near as may be, as together with the said Marriage-Portion or Portions so to be given with her or them by the said A. B. the Father, in his Life-time, will make up the aforesaid Sum of 2000 l. and satisfy the reasonable Charges of the said Trustees, and provide such Maintenance as aforesaid, for the Daughter or Daughters

unpreferred.

Provided always, and it is by these Pre-Doughters are sents, and the Parties hereunto further Marriage by declared and agreed, that the said Term Marriage by of 500 Years herein-before limited to the bis Life-time, said C. D. and E. F. as aforesaid, is and wishPersions e- was for limited as aforesaid, upon Condi-Pual to what is tion that if the said A. B. shall not have limited by the any such Daughter or Daughters as afore-Settlement; or said, living at the time of his Decease, or if the Pursue said, living at the time of his Decease, and if all ment in Room. which be afterwards born alive; and if all for give act and every the faid Daughter and Daughters rity to pay the shall depart this Life before their respective Doughers Por Ages of 21 Years, or Days of Marriage; Town to wester, or if all and every the said Daughter or Daughters shall be preferred by their said Father in his.Life-time, with a Portion or Portions equal to, or exceeding the Share or Shares of the faid roool, which by the true meaning hereof, would have been payable to her or them if she had been unmarried; or if the faid A. B. his Executors and

and Assigns, or such other Person or Perfons to whom the next and immediate Reinainder or Reversion of the said Premisses expectant upon the faid Term of 500 Years, doth or shall belong or appertain, do or that sufficiently, and to the good liking and approbation of the faid Trustees, or the Survivors of them, or the Executors or Administrators of such Survivors, testified under their respective Hands and Seals, secure the faid respective Portion and Portions and Maintenance to be paid and proyided as aforesaid, together with such reasonable Charges and Expences, as the Trustees or any of them shall have disbursed or laid out, in relation to the Trust before fuch Security given; or shall pay or satisfy the Laid Sum or Sums of Money, Portion or Portions at the time or times of Payment thereof, and according to the Limitation thereof as aforefaid, together with the reasonable Disbursements of the said Trustees, and every of them, that then and from thenceforth, and in all or every of the said Cases, the said Term of 500 Years shall cease, determine and be utterly void, any thing herein contained to the contrary thereof, Oc.

Provided always, &c. That if any Per-Provide that, son or Persons to whom the next and im- the Person bamediate Estate for the time being, expect-wing next im-ant upon the Determination of the laid in Reversion, Term of 1000 Years, of and in the said paying the Premisses, shall by victue of this Settlement Dangbers Pers

tims, &c. and

Obarges of the Trustees, the Term to attend the Fee, &cc.

belong, shall pay unto the said Daughter or Daughters the faid Portion or Portions. and yearly Sum or Sums for Maintenance. as aforefaid, or so much thereof as shall not be raised as aforesaid: or if at the time of fuch Failure of Issue Male of the said A. B. on the Body of the faid E. D. aforesaid, there shall happen to be no Daughter of their Bodies between them begotten, nor any such. Daughter to be afterwards born alive, or there being fuch: all of them shall happen to die unmarried and before their respective Ages of 18 Years; or if any Son of the faid A. B. the Body of the faid E.D. to be begotten. shall live to attain the Age of 21 Years, then and in any or either of the laid Cales respectively happening, the Trustees Charges of the Execution of the Trusts relating to the laid Term of, &c. being fully satisfied and discharged!) the said Term of 1000 Years, of and in the faid Premisses, or of and in so much thereof as shall remain unfold and undisposed of, for the purpoles aforefaid, shall from thenceforth attend and wait upon the Freehold and Inheritance of the same Premisses, any thing, Фc.

Provise giving a Husband Power to make a Settlewant upon a second Wife,

Provided always and it is hereby further covenanted, declared and agreed, by and between the said Parties to these Presents, That in case the said A. B. shall survive the said E. that then it shall and may be sawful to and for the said A. B. after the Death of the said T. B. and A. his Wise, by any Writing or Writings to be by him duly fealed

fealed and executed in the Presence of two or more credible Withesses, to limit or appoint for the Life of such Woman as shall be his Wife at the time of his Death, such Parts of the said Manors and Premisses as are not herein before limited for the Life of the said E. as he shall think sit, so as such Parts so limited shall not exceed the yearly. Value of soo I for each and every 1900 I she shall be (bone state) worth in Money or Lands to the said M.B. and so such Parts and Parcels so to be limited exceed not in the whole the yearly Value of 1000 I.

Provided always and it is covenanted Previse toward and agreed by and between the said Parties ble Heirs Male, so these Presents, and the exist Interest and &c. when in

Provided always and it is covenanced Provide tooms and agreed by and between the faid Parties ble Heirs Male, to these Presents, and the true Intent and &c. when in Meaning of the faid A. B. also is, and it is make Joinhereby declased; That it shall and may be sures, &c. Tawful from time to time, and at all times and Truffees to during the faid Term, to and for the faid fund possessed C. B. and T. B. the Brothers, and the faid of a Term for L. B. and N. B. and the Sons of their Bodies, and the Heirs Males of the Bodies of such Sons, at such time as the faid Manors and Premisses in the said County of, &c. shall fall, come, or be to any of them, by Virtue of the Trust herein mentioned, in Occupation or Possession, and at such time as the same Manors and Premisses shall be free: from and not charged with a Jointure of any Wife of any of the faid Persons, to limit and appoint to his Wife, or such Woman as he shall marry, such Quantity and Proportion of the faid Manors and Premifles. In the said County of, &c. for her Jointure, for the Term of her Life, as is before mentioned for the Wife of the fald A. B. And that the faid C. D. E. F. C. and their Affigns shall, during the faid Term, stand and be possessed of the faid Manors and Premisses, in Trust for the Support and Upholding of the said Jointures, any thing; Co.

Provife in a Settlement for Truffect to limit a Jointure for a Wife, not exceeding fuch a Kalue:

· Provided also, and it is declared and as greed by and between the faid Parties to these Presents, and the true Intent and Meaning hereof also is, and it is hereby so declared, That it shall and may be lawferto and for the faid C. D. E. F. G. H. &c. and the Survivors and Survivor of them.and his and their Heirs, after fuch time as the Freehold of the Premiffes shall accrue to them, or any of them in Possession, by Virtue of the Limitation aforesaid, at any time during the Life of the faid A. B. by any Writing by them to be sealed and delivered in the Presence of three Witnesses. to grant, affign, limit or appoint to any Wife or Wives, Woman or Women, that he shall happen so marry, such a Jointure out of the faid Manors, Lands, Tenements, Hereditaments and Premisses to them limited during the Life of the faid A. B. as aforeskid, or out of any Part or Parcel thereof, as to him the faid A. B. fadl feem meet, not exceeding the yearly Value of 2000 l. for and during the Life or Lives of fuch Wife or Wives, Woman or Women.

Provided also, and my Mind and Willis, Provise in a That it shall and may be lawful to and for four to limit the said G. B. and T. B. respectively, as and Jointon, me when they shall respectively come unto and exceeding such be in Possession of the said Manors, Messu- Polar when ages, Lands, Tenements and Heredita: shey come to ments first above mentioned, or any of the Possession of them, or any Part thereof, by Virtue of the Lands, &c. the Limitations in this my Will, by any Deed or Deeds, Writing or Writings under their respective Hands and Seals, to limit or appoint to or to the Use of any Woman or Women, who now is or are, or hereafter shall be their respective Wife or Wives, for the Life or Lives of such Wolman or Women, for her or their refpedive Jointure or Jointures, such Part of Parts of the same Manors, Messuages, Lands, Tehements and Hereditaments, as they shall think fit, not exceeding in the whole the yearly Value of 500 l. for the Jointure of any one fuch Woman, any thing herein contained to the contrary notwithfland-

Provided also, and it is hereby declared Provise to and agreed, by and between all the faid Land Line Parties to these Presents, That it shall and feeled fo 22 may be lawful to and for the faid A. B. at Rack-Rout. any time during his Life, and after his Decease, for the said E. during her Life, by Indenture under his and her Hand and Seal respectively, to demise or lease to any Person or Person whatsoever, all and fingular the said Messuages, Lands, Tenements, Hereditaments and Premisses settled as aforesaid, and every Part and Parcel?

there.

thereof, for any Term or Number of Years not exceeding the Term of 21 Years in Possession, and not in Reversion, Remainder or Expectancy, so as no such Lease or Leases be made Dispunishable of Wafte, and for as upon every fuch Leafe for to be made, there be referved the best and غاد ا**لله** . فق الأورد most improved Rent that may be reasonably had or obtained for the Lands to demiled, without any Money, or other thing, by way of Fine or Consideration for such Leafe or Leafes, payable to such Person and Persons, to whom the Freehold and Inheritance of the said Premisses so leased shall from time to time appertain and belong, pursuant to the Uses herein before limited and declared, with Clauses of Difires and Re-entry for Non-payment of the Rents so reserved, and so as Counterparts of all and every such Leases be from time to time duly made and executed by the several Lessees respectively, any thing herein before contained to the contrary thereof in any wife notwithstanding.

veral Perline to demife Lands for 21 Years, &cc. as they shall

Provide for fer. Provided also, and it is hereby further agreed and declared, That it shall and may be lawful to and for the said T. B. during his Life, and E. B. after his Death during her Life; and also for the said A. B. during be in Possession, his Life, and for the said E. after his Death and during her Life, as they shall respectively become Owners, and be in Possession of the Premisses by the respective Limitations in these Presents herein. before mentioned, by Indenture under their respective Hands and Seals, to demile and lease to any Person or Persons whom-

Thes Controvalses in Control &cc. whomsbereriall and every, or any the said? Manors and Promises above mentioned, to them feverally limited in Use as aforesaid; for any Term on Number of Years not exceeding the Term of 21 Years, in Possessin. on and note in Revenion: Remainder or : Expectancy, foot no fuch Leafe or Leafes be made dispunisheble of Walks, and so se upon every fuch Laste there be referred them greatest and most improved vearly Rent that can or mayibe had and obtain'd for the fame, without taking any Money on other Thing by way, of Pline or Confideration; for such Lease on Leases, and so make Peren fon or Persons so whom such Leafe thall her) granted do deal and execute Counter.

pares of the lame Leafe or Leafes. Provided also, and it is hereby further Provision agreed by and between the faid Parties to grant Lands these Profests, That it shall and may be Court-Rell lawful to and for the faid A. B. at any time and to leafe or times, and from time to time during his Land, for natural Life, to grant or make any Leafe of Live, and alf. Leafes, Copy or Copies of Count-Roll, De- to hafe where miles or Grants of any of the Messuages, and the be Lands and Tenements, Parcel of the laid Paris Manors and Premisses which now are domifed or granted by Leafe or Copy for one and a desired two or three Life of Lives, or for any Term or Number of Years determinable one the Death of one, two or three Life or Lives in Possession or Reversion, so as onifuch Leafes and Grants respectively there ! be no more than a Lives in being at any one, time; and so as there be in such Leases and, Copies referred the present Rens, Heriote, in the  $oldsymbol{Z}_{i}$  ,  $oldsymbol{Z}_{i}$ 

During and Services or more. Provided atso, and it is hereby further agreed by and between the said Parties to these Presents. That it shall and may be lawful to and for the faid A.B. at any time or times during his natural Life, to demise or grant to any Person or Persons whatsever, all and every, or any the faid Manors and Premilles above mentioned, which are not now in Leafe for Lives, or granted by Coby of Court-Roll as aforefall, for any Term or Number of Years not exceeding the Term of 21 Years in Possession only, and not in Reversion, so as no such Demile or Grant be nisde diffuniffiable of Wafte; and fo as upon every Demile or Grant lo to made there be referved, the best and most improve yearly Read that can or may be reasonably had or obtained for the lame, without taking any Money or other Thing by way of Fine or Confideration for fuch Legie or Legies, any thing herein contained, &c.

lo giving a make Leafes Sec. and to receive the Fines for the Perchafe, &cc.

Provided also, and it is hereby declared and agreed by and between all the faid Wife Power to Parties to thefe Prefents, That it Mall and may be lawful to and for the faid E. B. by further Lives, and with the Confent of the faid T. L: (her intended Husband) from time to time. and at all times during the Joint Lives of them the faid T. L. and E. B. by any Writing or Writings indented under both their Hands and Seals; and not otherwise, attested by two or more credible Wienesses. to make any Leafe or Leafes, Demiles or Grants of all fuch Part and Parts of the faid Manors, Messuages, Farms, Lands, Tens-

Tenements, Tithes, Hereditaments and ... Premisses as now are or have been ancient-Ty leased for one or more Life or Lives to any Person or Persons for one or two, three, four or five Lives in Possession, Reversion, Remainder, or by way of future Interest, yet so as there shall never be above five Lives at any one time in being in any one Leafe; and so as upon such Leafe or Leafes. Demiles or Grants there be referred, payable yearly during the Continuance thereof, the ancient accustomed yearly Rent or Rents. Heriots and other Things usually paid for the same Premisses, To to be lealed or granted; and fo as fuch Leafes be not made dispunishable of Waste, and so as in every fuch Leafe there be contained a Condition of Re-entry on Non-payment of the Rents, Heriots and other Things thereby referved; and so as the Leffee and Leffees, to whom such Lease and Leafes shall be so made, do seal and deliver a Counterpart of such Lease and Leales: and so as the Fine or Fines, Sum or Sums of Money agreed to be paid by the Lessee for such Lesse and Lesses be paid into the said E. B's own Hands, or to such Persons as she shall appoint by any Writing under her Hand, executed in the Presence of two or more credible Witnesses, any thing in these Presents contained to the contrary notwithstanding.

Provisition
Husband and
Wife to make
Leafer for 21
Years, &c...
during their
Junt Lives,
&c..

The Convenincer's Suide, &cc.

Provided also, and it is hereby declared and agreed by and between all the faid Parties to these Prosents, That it shall and may be lawful to and for the faid A. B. and E. A. after the Solemnization of the faid Marriage, during their Joint Lives, by any Writing or Writings under both their Hands and Seals, testified by two or more credible Witnesses, and not otherwise, to make any Leafe or Leafes, Demifes, Grants of all or any Part or Parts of the faid Melsuages, Lands, Tenements and Premisses, as are not now or have not anciently been Leased for Lives or Years, determinable upon Lives to any Person or Persons what-Idever for the Term of 21 Years, or for any Term of Number of Years not exceeding 21' Years, lo as fuch Leases, Demises or Grants for Years which shall be made by the said A. B. and E. A. be made to commence and take effect in Policifion within one Year after the Date thereof, and so as upon all and every such Lease or Leas les, Demiles or Grants for Years to be made by the faid A. B. and E. A. there be referved, payable yearly during the Continuance thereof, the best and most improved yearly Rents, which at the time of making thereof can or may be gotten for the fame, without taking any Hine, Sum or Sums of Money, or other Thing, for and in lieu of a Fine or Income for the same; and so that in every such Lease there be contained a Condition of Re-entry for Non-payment of the Rent and Rents thereby to be referred; and so as the Leffee

Lesses shall be made, do seal and deliver. Counterparts of such Lease and Leases, any thing herein contained, &c.

Provided always, and it is hereby de-Provide to chared and agreed by and between the faid leafe Londo Parties to these Presents, That it shall and for Lives and may be lawful to and for the said A. B. Terms of Trans. and E. his Wife, during their Joint Lives, for 1000 and for the Survivor of them, by any Wri- year, &c. ting or Writings under both their Hands and that a and Seals, attefted by two or more credi-Fine shall ble Wirnesses, to make any Lease or Lea. enere, &c. fes, Demiffes or Grants of the faid Manor. and Premisses above limited in Use to them as aforesaid; with the Appurtenances, or any Part thereof, to any Person or Persons, either for any Term of Number of Years absolute, not exceeding 1000 Years, with-Rent of a Pepper-Corn, or any other Rent, or for one, two, or three Life or Lives, og any Term or Number of Years determinable on one, two or three Life or Lives. in Possession or Reversion, and under such Rent or Rents, as they thall think fit; and that the faid Fine so agreed to be levied as aforesaid, as to the Manor and Premisses. fimited to the faid A. B. and E. his Wife, hall be and enure for the corroborating and making good fuch Leafe and Leafes respe-Aively, any thing herein contained, &c.

Fig. 1 for fucts to be board to be a final for the second of the second

Provife to Leaf: Lands fubjist to Charges, Anmittee and Terms on Truft, Set.

Provided always, and it is covenanted, agreed and declared by and between all the Parties to these Presents, That it shall and may be lawful to and for the said A. B. at any time or times hereafter during his narural Life, and after his Deceale, to and for such other Person or Persons as shall be seized in Tail of the Premisses hereby granted, or of any Part thereof respectively, by Virtue of these Presents, by his and their several and respective Deed or Deeds indented, sealed and subscribed by him or them in the Presence of two or more credible Winnesses, to demile, grant and to farm, let to any Person or Persons in Possession, Reversion or Remainder, fingular the faid Premisses aforelaid, which have been usually and customarily let to Farm; and also to and for the laid T. B. during the Joint Lives of him and his Wife, and to and for the laid A. B. after either of their Deceales and to and for such Person and Perfons as by Virtue hereof shall be seized in Tail of the Lands and Tenements herein after mentioned, by their leveral and respe-Aive Deed or Deeds indented, sealed and subscribed as aforesaid, to demise, grant and to farm let, to any Person or Persons in Possession, Reversion or Remainder, all and Ingular the Melluages or Tenements before mentioned with the Lands and Premisses thereunto belonging, situate, crc. which have been usually and customarily let to Farm, so as such Lease or Leases be not made without Impeachment of Waste, and fo as there shall be reserved upon all and every such Demises, Leases or Granes unto fuch

fuch Person or Persons respectively, as shall from time to time be incided to the Reversion or Remainder of the Premisses so co be letten, the respective ancient and accustomed yearly Rent for the same, or more, during the Continuance of fuch Leafe or Leafes; and so as all the Leafes and Grance to be made of any particular Farm, or Part of the Premisses in Possession, Reversion or Remainder, or once in being, do not exceed the Number of three Lives, or Years determinable upon three Lives, and so as all and every Part of the Premisses respectively so to be Leased, Thall remain, continue, and be subject and liable to fach Diffress and Diffress to be had and taken for the faid yearly Sum of, e. and also to the said Term of soo Years. and the respective Trusts thereon declared. as the same would have been liable to, if no fuch Lease or Leases thereof had been made. And it is hereby declared and apreed by and between all the faid Parties so these Presents, for them and their Heirs and Trusteen resipochively, That after such Demists, Lea- to stand friend fes or Grants made according to the faid the Person to Power, the faid C. D. and E. R. and their when fuch Heirs, that stand and be respectively seized Leofis made, of such and so much of the said Premisses. &c. so to be demised, leased, granted, limited or appointed, charged with the faid yearly Sum of, &a and the Term of, &c. in such manner as aforefaid, re the Use of fach Derson and Persons for and during such time and times as shall be so leased or grantoi, and upon fuch Provisos. Conditions • í: B.  $\mathbf{Z}$   $\mathbf{A}$ 

and Covenantres thall be lim fush Indenthree or Indenimes of Leslo, respectively contained; and after the Destimination of the faithfules, and of every of them no spectively, then to such Uses. Intents and Purpoles, as before in these Presents are in mixed and ideclared; and sachu the true lettent and Micaning hertofy them should have been, if no such Leafe on Louseanhall been thereof made, any things were the mo

Provide de 🗸 Settlement of Prochold-Leafe en the Death en giving Secarity to Truflees to settle

... Provided always, and it is hearbly agreed and declared by and between all the Par-Lands beld by sins to these Presents, That is both or either of them the faid C. B. and T. B. thall of either of the happen on die in the Life-time of the full Liver, to fur. A. B. and the faid A. H. during his Life render and fill thall be uninded, purposed; or idetermined up the Effatt, to spirohale and ladd any other Life or Lives of and in the faid Premises above mentioned, with the Appurtmances, in the she Premisses room or stead of the Person or Persons so as before, &c. dying, and do and shall give such sufficient Security to the faid C. D. E. F. &t. and the Survivor of them, and the Heirs of the fame Survivor, that he or they will within one Month next after such Security given, at the Golfs of the faid, etc. and after the Isid C. D. E. F. &c. or the Survivor or Surwivers of them furrendring the last recited Indenture of Leafe into the Hand or Hands of the Lord or Lords of the Fee hr. Foes of the faid Premisses, remove and marchale ainew Leafe of all the faid Prosmilles from the Land on Lords of the Etc sheroofe for abtroe such Lives saithe faid A. eat. shall morninate, of which Lines the said L 😘 A. B.

And thall be duel; and also within one Monch to fettle and affine the fame upos the like Trufts, and to the like Bath, Intenus and Purpoles at the fame are felled by these Presents, lorbes near the same per may be: that ther and immediately, on giving thich Security, it shall and may be lawful to and for the faid C, D. E. F. Ca. their Heirs and Affigue, and the Heirs of the Survivor of them, and they do agree to furrender up the faid last recited Indeaturn of Leafe, whereby to lenable that faid. M. B. to purchase and take such new Leafor as aforefaid, and that then and immedisordy on giving fuch Security as aforehid there Prefents, and every Clause, Matter and Thing herein to attained, thall ceafe, determine and be, void, any thing herein contained, ov.

. Provided also, that if the faid A. B. Shall Provide for happen to die in the Life-time of the laid Truffees to fur-G. B. then it is agreed by and between the render and faid Parties to these Presents, That it shall take a new and may be lawful to and for the faid C. D. Leafe on the Est E de their Heirs and Affigns, and they Husband, and do agree to furtender up the last popited in fersh to the denture of Leafe, and to take a new Leafe some Use, of all the faid Premisses from the Lord or and thorge Lords thereof, that shall have Power to with the Parkeant fuch new Leafe for the Lives of the chafe-Movey. find C. B. and T. B. the faid G. B. or any, other Friend for her paying the Purchase-Money and Charge of fuch new Leafe. which new Lease so taken shall be taken in the Name of such Person or Persons as the faid C. D. E. F. Oc. their Heirs and Assigns. thall 2.

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first think fit, and for fuch Life as they final nominate, and final be fettled to the fame Uses, and to and upon the like Trufts. Ends, Intents and Perpofes as the fame Premisses are settled by these Presence. of as near thereto as the fame may or can be. Provided further, That if the faid A. B. thall happen to die in the Life-time of the faid C. B. the being under the Age of at Years, that then the Said C. D. B. F. Oa their Heirs or Assigne. shall surrender the said last recited Indenture of Leafe, and take a new Leafe of all the faid Premisses from the then Lord or Lords thereof, that shall then have Power to grant the same for the Lives of the said C. B. and T. B. or fuch of them as fhall be then living, and fuch Life or Lives as to them the said C. D. E. F. &c. their Heirs or Assigns shall feom meet, which said new Leafe shall be taken in the Name of such Person or Persons as they she faid G. D. E. F. &c. or the Survivors of Survivor of them, or the Heirs of fuch Survivos facil think fit, and shall be settled to the same Uses, and to and upon the like Trafts. Ends. Intents and Purpoles as the faid Premisses are fettled by these Prosents, or as near thereto as the same may or can be, only that the faid Premiffes may be charged or chargeable with the Purchale-Money and Charges in procuring such new Leafe, and may by the faid C. D. E. F. &c. their Heirs and Affigns be mortgaged for the faid Purchase Money and Charges, and the Profits of the Premises, or fuch Part thereof as they the said C. D. E. F. &c. their Heirs or Affigns

Premifes obarged with Purchafe-Ma. mey, &cc.

Affices shall think fit, shall and may be apedied towards the Payment of Such Prethate-Money and Charges, any thing here-

in contained, otc.

Provided always, and it is egreed by and provide for between the faid Parties to these Presents, Trafies to re-That it shall and may be lastful for the imburse them. faid C. D. E. F. Cre their Executors and felver, Cherge laid C. D. E. P. ere their consequences and for Suit, Administrators, to have, take and securive and all Enout of the Premisses haraby granted and pences relation affigued. Sufficient Moneys to reimbush to the Trus. themselves, not only all Costs, Charges and that each and Expences by them to be expended and fall be aclaid out in the Profecution or Defense of his own Alls any Suits in Law or Equity relating to the mlr. faid Trust, and all other their Journeys and gravelling Expences thereabout, but also all Damages by them to be sustained, in respect of their Acceptance of and ading in the faid Trust. And further, that each of them the faid C. D. E F. cv. field he accountable for his own Receipts and Ads only, and not for the rest or the Acht of each other.

Provided always, That if the faid E. B. Provise that shall survive the said A. B. and thereby a Land feetled certain Copyhold McHuage and Tenemont, on a Wife hall with the Appurtenances (which the Said den her Wi-A. B. now holds for Term of his Life lying Corrbold E. and being in the Manor of, erc. shall come flate, and if according to the Custom thereof to the faid the Claims her E. for her Widowhood, then in Confidera-Widow's Etion of the Provision by these Presents made mit sain Lifor her the said E. as aforesaid, it is agreed the Settlement by and between the faid Parties to these recess and be Presents, and in particular the said E. doth wid, &c. hereby agree. That the faid T. B. and the

faid

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faid A. L. his intended Wife, and the Surwwo of them, and the Executors, Admir riflicators and Affigure of Juch Survivor, thall peaceably and quietly hold and enloy the faid Melfuages and Premisses in, &c. afore-Said, from the Death of the faid A. B. during the Term of the Widowhood of the faid &. B. and that in case the faid E! fail commence or profective any Action or Suit whatfoever against the said T. B. and the field A. Liver either of them; or againfthe survivor of them, or the Executors or Administrators of such Survivor, for or touching the Possession or Profits of the faid Tenoment and Premisses, with the Appurtenances in, ou aforelaid; or in any thing relating to the faid Tenement and Premises, or in any manner molest the faid T. B. and A. L. or either of them, or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor in the quiet Enjoyment thereof, at any cime during the Widowhood of the faid A. (the said T. B. and the said A. L. and the ... Survivor of them, and the Executors, Administrators and Assigns of such Survivor. paying the Quit-Rent, and all Taxes whatfoever issuing and payable thereout) that then and from thenceforth the Use and Bstate besein, and hereby limited to the faid E. in the said Lands and Premisses, O. aforesaid, and all other Uses herein before limited to her shall cease and be void. "

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Provided always, and it is hereby de-Provise that a

clared and agreed, by and between all the Trimit on Truff faid Parties to thefe Presents, that the faid toler the Louds, Term of 300 Years is upon this special Reus and Pro-Trust and Confidence that the fatt C. D. fits of the Pro-E. F. G. H. Oa and the Survivors and Sur miffer, to pay vivor of them, and the Executors and Ad-work Som to ministrarors of the same Survivor; that and some for Porwill let and dispose of the said Messages, senences, &cc. Lands, and Premiffes for the best aird great antilthey have test Value and Profit they can get see the mound so same, and receive the Renrs and Profits much; and if thereof, and out of the same, first pay at Daughters in Taxes and Payments, and other necessary the same more Charges and Expences wherewith the laid ber, &c. Premisses, or any pate thereof, fall or may be charged or chargeable, and then upon this further Trust that the said on D. E. E. office and the Survivors and Survivor of them, and the Executors and Adminifirstorist of the fame Streiver; that and will pay and dispose of the mest of the yearly Rents and Profes of the fald Manors Lands and Promisses in magneticationing, (that is to lay ) in talk the faid at the fail . leave behind him at the time of his Death, only two Sons, or one Son and one Daughter, and no more, begotten on the Body of the said E, his intended Wife, then to fuch eldest Son of the said A. B. to be begotten on the Body of the faid in his intended Wife, the yearly Sum of, &c. Parcel thereof for and rowards the Mainter nance of fuch eldelt Son, and the relidue of the Rent and Profits coming and ariu fing out of the faid Manors, Liand and

gets for su

Premiss, shall and will pay to such younger Son, or to fuch Daughter, unital he or the shall have had and received three full Sum of, &c. over and above all Defalcations what loever; but in case the faid A. B. shall leave behind him one Sori, and two or more younger Children by hims begotten on the Body of the said E. his intended: Wife, then upon this further Trust, that they the faid C. D. E. F. Oc. and the Survivors and Survivor of them. the Executors and Administrators of si area "the facto Survivor, shall and will pay to the faid eldoft Son, the yearly Sum of to for and towards the Maintenance of fush; pldeft Son, and the rest of the Rents' and Profits coming of the faid Manors, Lands and Premistes, shall and will pay to all and every the younger Child and Children of the faid A B to be begotten on the body of the faid E. his intended Wife. until they and every of them shall have had and received feverally, the full Sum of, on, a piece, over and above all Re-The Daughter: prises whatsoever. And in case the faid A. B. shall die without Mue Male by him begotten on the Body of the said E. his intended Wife, and shall happen to leave behind him one or more Daughter or Daughters by him to be begotten on the Body of the faid B. then upon this further Trust, that they the said C. D. E. F. &c.

> and the Survivors and Survivor of them. and the Executors and Administrators of the fame Survivor, thalf and will pay and dispose as the whole Rents and Profits of

> > the

Portions, &cc.

the faid Manors, Lands and Premisses. (Taxes and Payments being first deducted) in manner and form following, (that is to fav ) in case the said A. B. shall leave be-Hind him only one Daughter and no more, at the time of his Death by him begotten, car the Body of the faid E. to flich only Bladelner: until the final have had and receixed the fall Sum of etc. over and above all Defalcations what forvers and in case clas find M. B. finall leave behind him then Daughteri and holmore, so the situel of his Death by him led be begotten on the Body of the faid Exto fith two Daughters equally between them; until they and cicheriof them shall have severally had and stancived the full Sum of, &. a piece, over and above all Defalcations whatfoever: And in case the faid A. B. Shall leave be-Mind him three Daughters and no more, as the time of his Deads, by him begotten da size Body of the faid E. then to such three Daughters equally amongst them, until elsey and every of them shall severally have had and received the full Sutn of, ev. a -piece, over and above all Defalcations whatfoever. And in case the said A.B. shall leave behind him four Daughters or more at the time of his Death, by him begotten on the Body of the faid E. then in Truft. and to the intent that they the faid C. D. E.F. &c. and the Survivor of them. and the Executors and Administrature of the fine Survivor, shall and will addelive and take the Rents and Profits of the faid Mas dors, Lands and Promiffer, mobilethey fault have

have had and received the full Sum of the and after the raising thereof, shall and will pay the fame to the faid Daughters revi foodisely, latitheid respective Agesnof za Years on Days of Matriage, which halk first happen, thate and there alike ... And famher. That is advisof the faid Daughteen shall impred to die before they auxin their pection Ages of 21 Years of Days of Mase ringenellmethen the faid G.D. Billiotte and the Sprvivors and Survivor of shemi and stie Electrors and oddinini fraters of the fame during of fault and will pay this Summand Guern of Money thereby appropried to be paid to fach Daughter and Dalighe ters as shall so happeartoldie to the fourth vorsand Survivor of about equally timonest them. there and there slike.

Provide that Lauds, and she Rents and Sec. wirb Arejs.

Provided always, and it is the true link tent and Meaning hereaf. That the fait Profit theref, Manor and Premistes in ore aforelaid, and hal be fuljest the Rents, Fines, Harlots, and all other so Amelica, the casual and annual Services issuing of perable to the ariting out of the fame; or theretago be-Harbard's Fa- longing, and every Pain thereof, faell be sher, and with fabject to; and chargeable with the vearly an Annaly to Rent of, we and the laid C. D. E. F. Oc. the Wife for her and their Heirs, shall stand leized thereof. Life, for her so the intent that funh yearly Rent of, Ori infull of Demer, may be sin the fielt place payable and to be paid to the fair A.B. the elder, during Classes Di- his Life, and after trie Dentale, to the laid # haoWeiser ( me said the happen to furviyet her faid kinsband dust for in the Capital Mbilitage of the yearly, and every Year, in ar yutuche Ecolls of, Die by even and 3725 Equal

equal Portions, without any Defalcation or Abatement for Taxes, Charges or Payments, iffuing out of, or charged or imposed, or to be charged or imposed, upon, the said Manor and Premisses or any Part or Parcel thereof, by Act of Parliament or otherwise, by reason of the said. &c. the first Payment thereof to begin and be made in and upon such of the said Feasts or Days of Payment as shall next happen after the Solemnization of the faid intended Marriage: And to the further in-clause of Dia tent, that if it shall happen the faid yearly fress for the Sum of, &c. or any Part or Parcel thereof, Annities. to be behind; and unpaid, by the space of 31: Days next ensuing either of the said Days, whereon the same is herein before appointed to be paid, that then and from thenceforth is shall and may be lawful to and for the faid A, B. the elder, and to and for the faid E. his Wife, (in case she happen to furvive her Husband as aforefaid) and to and for his and her Assigns respectively, into the said Manor of, Oc. and Premiss, or into any of them, to enter and distrains and the Distress and Distresses. then and therefound, lawfully to take, lead, drive, carry away and impound, and in Pound to detain and keep, until he, she or they, be of the faid yearly Sum of, &c. and all Arrearages thereof (if any be) fully. satisfied and paid. And to this further Intent and Purpole, that the yearly Rent of, or of like or may from and after the Decease of the said A. B. the younger, be payable and paid every Year to the said. A a 4.:.

E.D. out of the faid Manor, and all and fingular the above mentioned Premisses. in, &c. aforesaid, for and during the Term of her natural Life, for her Jointure, and in full Satisfaction of her Dower, at or in, &c. upon the Feast Days of, &c. by even and equal Portions, without any Defalcation or Abatement for Taxes or Payments, iffuing out of, or charged or to be charged upon the faid Premisses or any Part thereof, or upon the faid yearly Rene of, &. by Act of Parliament or otherwise; the first Payment thereof to begin and to be made at fuch of the faid Feast Days as shall next happen after the Decease of the said A. B. the younger. And if it shall happen the faid yearly Rent of, &c. or any Part or Parcel thereof, to be behind and unpaid by the space of 21 Days, &c. (the like Clause of Distress for the Annuity, payable to the said E. D. as for the Annuity above, payable to A.B. the elder, and A. his Torms declared Wife) And as to and concerning the faid entruft for Pay- two several Terms of 100 Years a piece mens of the herein before limited to the said C. D. E. R.

miffes, &c.

Ammitter, and &c. and their Affigns, determinable by the fault of Pay. Decease of the said E. D. it is declared and ment, to enter agreed, by and between all the faid Parties on the Pro- to these Presents, that the same and each of them were so limited to them in Trusta and to go with and attend the feveral and respective Remainders, next and immediately expectant upon the faid several and respective Terms according to the Uses and Estates thereof herein-before respectively declared and appointed, in the mean time and 4

and until Default of Payment be made of the faid respective yearly Rents of, the. And to the Intent that from time to time, after any Default or Defaults of Payment thereof respectively, by the space of wo. Days next after the respective Days or times of Payment herein before limited for Payment thereof, they the faid C. D. E. F. Or. their Executors and Assigns, shall and may enter upon the faid Manor, Messuages, Lands and Premisses so limited to them for Payment of the faid respective Sums as aforefaid, charged and chargeable notwithstanding with the yearly Sums of, &c. and receive and take the Rems and Profits thereof, and thereby and therewith, with as much speed as may be, according to the true intent and meaning hereof, fatisfy and pay to the said A. B. the elder, and A. his Wife, and the faid E. the faid yearly Sums of, &c. and all Arrearages thereof, and all Costs and Damages which shall be sustained by reason of the Non-payment of the faid feveral yearly Sums of, &c. or any part thereof; and afterwards shall peritife and fuffer the Residue and Overplus of the said Rents and Profits of the Premisses to be received by fuch Person and Persons respectively, to whom the next and immediate Reversion and Remainder, expectant upon the said several Terms of 100 Years, shall for the time being respectively appertain.

Provise in a Provided also, and it is hereby declared Settlement, on and agreed by and between all the said settling other Parties to these Presents, and the true In-Lands equal in Parties to these Presents, and the true In-Value, and to tent and Meaning hereof also is, That in the some Uses, case the said A. B. shall at any time or Husband may times hereafter, during the joint Lives of verolethe Uses, them the said A. B. and E. his Wife, settle, and declare convey and assure unto the said Trustees, new Uses, &c. or to the Survivors or Survivor of them and

or to the Survivors or Survivor of them and his or their Heirs, any other Manors, Messuages, Lands, Tenements or Hereditaments in the County of, &c. of as great an yearly Value or more, than the faid Manors, Lands and Premisses to her the said E. descended as aforesaid, amounts unto. to the same Uses, and upon the like Intents, Trusts and Purposes as the same are hereinbefore fettled, free from all Incombrances. that then and in such Case it shall and may be lawful to and for the faid A. B. and E. his Wife, with the Approbation and Consent of the said T. B. and A. his Wife, or the Survivor of them, by any Writing or Writings to be figured and sealed as well by the faid A. B. and E. his Wife, as by the faid T. B. and A. his Wife, or the Survivor of them the faid T.B. and A. in the Presence of two or more credible Witnesses, to revoke, alter and make void, all and every the Use and Uses, Intents and Purposes herein-before limited, expressed and declared, and to limit and declare, any fuch new or other Use or Uses of the said Manors, Messuages, Lands and Premisses above mentioned, as they the said A. B. and

and E. his Wife, shall think fit, any thing - herein contained,  $\mathcal{O}_c$ .

"Provided also, and it is hereby further Provise if the agreed by and between the faid Parties to Wifedieswiththese Presents, and hereby so declared, for the Husband that in case the said E. shall happen to die to revoke the in the Life-time of the faid A. B. without Ujes, and limit Issue Male of her Body by the said A. B. new Uses, so as begotten, or having Issue Male, and such be to the Heirs Issue Male shall all happen to die in the Males of his Life-time of the said A. R. without Issue Buly, &c. Male, that then and in such Case, and not otherwise, it shall be lawful for the said A. B. with the consent of the said T. B. and A. his Wife, if both of them shall be living, otherwise with the consent of the Survivor of them, and if both of them shall be dead, then for the faid A. B. without fuch confent, and at his Will and Pleasure. by any Writing or Writings by him to be figned and fealed in the Presence of two or a. more credible Witnesses, to revoke, alter: and make void, all and every the Use and in Uses herein-before limited and appointed. subsequent to the Limitation to him for his Life; and by the same Writing on Writings, or by any other Deed or Deeds. Writing or Writings, to create, limit or appoint any other new Use or Uses of the faid Premisses, or any Part thereof, as he shall think fit, so as such new Use and Uses fo to be created or appointed, be to the Heirs Males of his own Body, or to some Heir Male and his Issue Male of the Family of the faid T. B. and not otherwise.

D....

Provide to alter. Provided also, and upon Condition that as well the faid T. D. and his Heirs, as also all and every the Heirs of the Body of the faid B. B. when and as they shall come to the Possession of the Messuages, Lands, Tenements, Hereditaments and Premisses. above mentioned, or any Part thereof, by virtue of these Presents, or any Limitation of Uses herein contained, shall so far forth. as in him or them respectively lieth, from sime to time and at all times hereafter. loverally and respectively take upon them. and bear for his or their Surname or Names. and write him or themselves by the Name of B. Or otherwise, upon any wilful Default made thereof by him the laid T. D. or any of his Heirs, or any of the Heirs of the Body of the said E B. the Estate of him or them making fuch Default, shall ecase and be void.

Brovided also, that if any such Person Provise to use such a surname to whom the said E. R. shall be married and bear feels with such confear as aforesaid, shall at any Cost of Arms, time after such Marriage, and after the Section elfe the time after luca hastriages, and after the affair to be Freehold and Possession of the said Manors. charged with Lands, Tenements and Heredisaments, or a large yearly any of them, by virtue of the Limitations hens, esc. aforesaid, shall come unto the said E. B. in any Writing by him to be subscribed, or

otherwise, use any Surname immediately following after his Name of Baptism, other than the Name of A or as often as he shall new or bear any Coat of Arms, shall not bear the Arms belonging to the Family of the B's, (wire) we and shall not within one ear next after such Marriage, and acoruing

eruing of the Possession of the said Premisses to the said E. B. either procure an Act of Parliament that such Husband, and the said E. and the Heirs and Issues of their two Bodies shall at all times use and bear the Surname of B. or otherwise give such Security unto the said C. D. E. F. &c. or the Survivors of them, as shall be reasonably required, that fuch Husband, and the Heirs Males of the Body of the said E. by fuch Husband to be begotten, shall in all Writings by them to be made and subscribed with their Names, write and cause to be written their Surnames as aforesaid, by the Name of B, and bear the said Coat of Arms above mentioned, that then and from Land; charged thenceforth the said Manors, Lands and with Amni-Premisses limited to the said E. B. as afore- sia, &c. said, as against the said E. B. and such Husband, and all claiming under them, or either of them, or under any Limitation of Use, by them or either of them made, shall stand and be charged unto, and to the Use of the said C. D. E. F. &c. and their Heirs, during the joint Lives of the said E. and such Husband, with one Annuity or yearly Rent of, &c. per Ann. to be paid half yearly, at the Feasts of, Oc. by even and equal Portions, in Trust for the only and proper Use and Benefit of such Person and Persons respectively, for the time being, to whom the next Remainder, after the Determination of the Estates above limited, to the respective Issues of the Body of the faid E. and the Heirs Males, and Heirs of their Bodies respectively coming, by the A a 4 true

frain.

true Intent and Meaning of these Presents Power to dia should belong. And if the said yearly Rent of, &c. or any Part thereof, shall be behind and unpaid, after any of the Feafts aforesaid, that then and so often it shall and may be lawful to and for the said C. D. E. F. &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, and every or any of them, to distrain in and upon such of the said Manors, Lands, Tenements, Hereditaments and Premisses, with the Appurtenances, and every or any Part or Parcel thereof. as shall then or at any time after be in the Possession or Occupation of the faid E. B. or her Husband, or of any other Person or Persons by virtue of any Grant or Limitation to be by her and her Husband, or either of them made or granted, and the Distress and Distresses there taken, to lead, drive, carry away, impound and keep, until he or they shall be fully satisfied all such Rent or Sums of Money so behind and unpaid.

on the Premiffes, &c.

Provided always, That if the said Rent shall be behind by the space of 21 Days next after any of the faid Peasts above limited for Payment thereof, that then and fo often the said C. D. E. F. &c. and the Survivor's and Survivor of them and their Heirs, during the faid Term above mentioned, shall and may enter into, hold and enjoy all or any the Manors. Lands and Premisses limited as aforesaid to the said E. B. or any of them, or any Part or Parcel of them, and receive and take the Rents

Rents and Profits thereof until the Arrears of the said Rent of, &c. shall be fully paid and farisfied.

Provided always, That if the faid E. B. Provise that Thall, during the Life of the faid T. B. mar- if a Daughter ry or contract herself to any Person or marries with-Persons without the Consent of the said the Trustees, T. B. or after his Decease, without the Limitations to Consent of the said C. D. E. F. &c. or the her and her greater Number of them, as at the time Heirs to be of fuch Contract of Marriage shall be liv- wid. ing, or the Survivor of them, if any of them shall be then living, that then the Uses and Estates by these Presents limited to the said E. and to every of her Sons, and the Heirs Males of their Bodies, and to the Daughters and the Heirs of their Bodies issuing as aforesaid, shall cease and be void.

And if either of them my faid Daughters Condition in a. fhall prefume to marry without the Appro- Will, that if a bation and Consent of their said Mother, ries without then my Will is, and I do hereby order, the confint of direct and appoint, that it shall be in the ber Mether the Power of her my faid Wife E. their Mother, Mother may doto detain and withhold from such of them tain the Parties my said Daughters as shall marry without for, and give her Consent as aforesaid, all or any part it to sther of the faid Sum of, &c. to her hereby Daughters, &c., given as aforefaid, as the in her Discretion shall think fit, and the same or such part thereof, as she shall think fit to detain. shall pay and give unto the other of my said Daughters, who shall live to attain the said Age of 21 Years or Days of Marriage, with Confent as aforefaid; and to

my faid two younger Sons A. and T. to be equally divided between them, as a further addition to the Portion and Provision hereby made for them. And if both my faid Daughters B. and D. shall happen to die before they have attained the Age of 21 Years, or Day of Marriage, with Consent as aforesaid; then I do hereby give and bequeath the Legacies and Portions to them respectively given as aforesaid, unto my faid two younger Sons A and F to be equally divided between them, and the Survivor of them, who shall live to attain the Age of 21 Years, as a further addition to their respective Portions and Provisions bereby made for them.

Provide, that Meer, Sec.

I do hereby order, direct and appoint, Rentrand Pro- that the Rents, Issues and Profits of all and fir of Lands, singular my Messuages, Lands, Tenements, ore gion to and Horedicaments whatloever, hereinthe Minerity of after given and deviled to my Sons, de children, and or to either or any of them, skall be from to bring them time to time immediately after my decease, ap, is only for had, received and taken by my beloved how identified, Wife E. B. until such time as they my said put if the mar. Sons, to whom the same are respectively so go so Tra- devised and limited, shall attain unto the full Age of 21 Years, for and towards the Maintenance and Education of all and every my Children, Sons and Daughters, which shall happen to survive me. vided that she my said Wife shall so long continue unmarried, but if the my faid Wife shall marry again after my Decease, then I do hereby order, direct and appoint. that the Rents, Issues and Profits of all and cheth ....

## The Conveyancer's Gulve, &c.

every such my said Messuages, Lands, Tempents and Hereditaments, shall immediately after such my said Wife's Marriage, be had, taken and received by my Trustees herein after made and appointed, and to be by them applied to the Use and Uses

aforesaid.

Provided also, and it is the true Intent Provise that a and Meaning of the said A. B. that the Uses Limitation is and Estates before limited to the said T. D. on Iras, out of and his Heirs, are and shall be taken to be fit of the upon Trust and Considence, that when Londs, to pay the said T. D. his Heirs or Assigns, by sorce Logacies given or by virtue of any Use or Uses, Estate or by Will, &cc.

Estates herein before limited to the said T. D. and his Heirs, shall take and receive. the Rents, Issues and Profits of the said Messuages, Lands, Tenements and Hereditaments last mentioned, not limited in Jointure to the said E. that then the said T. D. his Executors or Assigns, shall discharge and pay out of the faid Rems, Issues and Profits of the faid Premisses, all such Legacies and Sums of Money as are or shall be given and appointed to be paid out of the said Messuages and Premisses, in and by the Last Will and Testament of the said A. B. to such Person and Persons, and in fuch manner and form as the faid Legacies and Sums of Money, in and by the said Will of the said A. R. shall be directed and appointed to be paid.

Provided nevertheless, and upon Condi-Previse in a tion that she my said Wise do and shall one Will, that o of all the Lands, Tenements and Personal Estate given to be, do Maintain and Educate Children, and place them out Apprentice, &c.

Estate

Estate given to her as aforesaid, maintain, educate and bring up them my faid Children T. and L. during their Minority, and do and shall also pay to and for the binding forth Apprentice my faid Son T. B. when he shall by my said Trustees, or the Survivors and Survivor of them, or the Executors or Administrators of such Survivor, be thought of Age convenient to be placed forth Apprentice, so much Money (not exceeding the Sum of, &c.) as they my faid Truftees, or the Survivors or Survivor of them, and the Executors and Administrators of such Survivor shall think proper and require; and further do, and shall likewife pay unto my faid Son T. B. the Sum of, &c. when and as foon as he my faid Son shall have fully served and compleated the Term of his Apprenticeship.

Provi fo giving to alter Bequefts and Per-Children on

Provided always, and my further Will Iruftees Pewer and Mind is, any thing herein contained or directed to the contrary notwithstandsions given to ing, That my said Trustees C. D. E. F. &c. or the major part of them, or the Survivors soking good or of them, or the major part of fuch Surill Courses, &c. vivors, and my Trustees for the time being, upon renewing of Trustees as aforesaid. shall and may, (according as they shall think fit in their Judgments, upon due Consideration had, of the good Courses or ill Courses to be taken by any of my Children) take from or add unto any of the Estates, Portions or Bequests, given or appointed to or for any of my Children, Sons or Daughters; and that accordingly they that or may dispose of any of the said **Eands** 

Lands by me hereby willed, devised or directed, to or for any of my Sons, and give the same, or any part thereof, to any other of my Sons, for fuch Estate as they shall think fit, or otherwise charge the same with the Payment of any Sum or Sums of Money yearly or otherwise, to any other of my Children, as they shall think convenient.

. And if any Question, Doubt or Con- and to decide troversy shall arise or happen, touching the Controversies. Meaning or Exposition of any thing in this my Will, the same shall be fully determined by my faid Trustee or Trustees for the time being, or the major part of them, ' and what they shall judge or determine concerning the same, shall be final and binding to all Persons whatsoever therein concerned.

Provided nevertheless, and it is the true Provise in a Intent and Meaning of this my Will, That Will, that on if the my faid Danghter E. B. or any Legacy, a Term other Person or Persons whatsoever, to granted for sewhom the Freehold and Inheritance of the curing the Premisses for the time being, shall by force same, shall are of this my Last Will, immediately apper-tend the Freetain, do and fhall well and truly pay or ritane, &cc. fecure to my faid Trustees Good-liking and Approbation, the faid Sum of, &c. given to my Grandaughter R. B. as aforefaid, in manner as herein-before is mentioned; or were as in case of the Death of the said R. B. before the time of Payment aforefaid, that then and from thenceforth the laid Term of 200 Years, so before granted to them

my faid Truffees, of and in my feid Freehold Lands, Tenements and Hereditaments. and the faid Effate hereby given to them therein, or so much thereof as shall not be applied for raising the said, &c. as aforefaid. fhall thenceforth attend and be fubjest to the immediate Freehold and Infieritance thereof, as the same is herein before limited, directed and appointed, and be for the Benefit of the Person or Persons to whom the same shall for the time being. appertain and belong.

Provi fo shat c Defäult the Settlement to be with

Provided always, and it is concluded by and between all the faid Parties to these Profents, That if the faid intended Maririage shall not be folemnized, and doth not take effect within fix Months next after the Date hereof, that then these Presents, and the several Estates and Uses herein besoite limited, mentioned and declared, and every Clause, Article and thing herein contrined, shall cease, determine and be void to all Incents and Purpoles, any thing herein before contained to the contrary not-Withflanding.

## Covenants in Deeds, &c.

matt to pay al Tanes, enerpe the Land Tan.

ND the said C. D. for himself, his L Executors, Administrators and M-Rost clear of figns, doth covenant and grant, to and with the faid A. B. his Heirs and Affrigns, that he the faid C. D. his Executors, Administrators or Affigus, shall and will well and truly pay or cause to be paid unto the faid A. B. his Heirs or Affigns, the faid yearly

yearly Rent above referred, at the Days and Times, and in manner and form above expressed, clear of and over, and above all Taxes, Rates and Payments whatfoever, (except such Taxes as shall be charged on Lands and Tenements by any Act of Parliament, and payable to the King's Majesty. his Heirs and Successors.)

And also that he the faid A. B. his Heirs Leffe to you de and Affigns, shall and will at all times du dell'attant ring the faid Term hereby granted, bear, energy the Winpay and discharge, or abate, deduct and dem-Tax. allow out of the said yearly Rent hereby referred, all Taxes, Rases and Payments what loover, wherewith the faid Premisses shall be may be charged or chargeable. (Window-Money and such like Taxes as are and shall be at any time during the faid Term particularly laid upon Tenants, by

Act of Parliament only excepted.)

And also that he the said C. D. his Exe- Leffe to repair cutors, Administrators and Assigns, shall a House, and and will from time to time, and at all times leave finds in during the faid Term hereby granted, well see excepted. and fosficiently repair, maintain, sustain, uphold, amend and keep the faid demised Premifies, and every part thereof with the Appureenances, in, by and with all and ell manner of needful and necessary Reparations whatfoever, when as often as seed shall require, and the same so welland sufficiently repaired, maintained; sufained, upheld and kept at the end of the faid Term unto the faid A. B. his Heira and Affigns, shall and will peaceably and quietly leave and yield up, and shall and will

will then also leave unto the said A. B. his Heirs and Assigns, all such Goods as are mentioned in the Schedule hereto annexed. in as good Condition as they are now in. (the reasonable usage of them, and the Cafualty of Fire in the mean time only excepted.)

Leffee to repair Glab-Windows, Fauces, Scour Disches, &c.

And also that he the said C. D. his Executors, Administrators and Assigns, shall and will keep in good and fufficient Repair during the faid Term, all the Glass-Windows belonging to the Dwelling-House. and all the Walls, Gaies, Stiles, Bounds and Fences belonging to the faid demifed Premisses, (being allow'd Timber and Frith for the doing thereof by the faid A.B. his Heirs or Assigns ) and scour and cleanse all the Ditches and Water-courses on the faid Premisses, and shall and will leave the same well and sufficiently repaired. foured and cleanled at the end of the faid Term.

Leffer to put gair.

And also that he the said A. B. his Heirs PremissinRe- or Assigns, shall and will on this side, and pair, and of before, de next, put the faid Meffuage serward: Lesse hereby demised into good Tenantable Repair, and after the fame is fo put into good Repair, the kid C. Difor himself, his Executors, Administrators and: Assigns, doth hereby covenant and grant, to and with the faid A. B. his Heirs and Affigns, that he the faid C. D. his Executors. Administrafor or Affigns, shall and will at all times during the faid Term, well and fufficiently. uphold and keep the faid Messuage, and other the Houses hereby demised in all needful

needful and necessary Reparations, when aind as often as need shall require, and the same so upheld and kept, at the end of the said Term hereby granted unto the said A.R. his Heirs and Assigns, shall and will quietly... leave and yield up.

And the faid A. B. for himself, his Heirs Leffer to repair and Affigns, doth covenant and grant, to encept Glassand with the faid C. D. his Executors, Ad-Windows.

and with the faid C. D. his Executors, Administrators and Affigns, that he the faid:

A. B. his Heirs and Affigns, shall and will, as: all times during the faid Term hereby: granted, well and sufficiently repair, uphold and keep the faid Messuage hereby demised, except the Glass-Windows therew of) in all needful and necessary Reparations, when and as often as need shall remaire.

And also that he the said C. D. his Exc. Less to peace outors, Administrators and Assigns, shall also only on and may, by and under the yearly Rent Rent, &cc. and Covenants herein reserved and constained, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Messinge or Tenement and Presmisses above mentioned, with the Appuntaneous, for and during the said Terms bereby granted, without the Let, Troubled, Hinderance, Molestacion, Interruption and Assigns, or of any other Person or Persons claiming or to claim, by, from or under him.

- The Bb -

J. J. J. B. W. 760 F.

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And

And also that he the said a D. his Exect Leffee to peace-Premiffes during the Term, and arable Ground to fod-

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ably enjoy the cotors, Admiristrators and Assigns, shalland may from time to time, and at all times: during the faid Term hereby granted (by Land, &c. til and under the yearly Rent, Covenants and Harv ft, after Agreements herein contained) peaceably! the and of the and quietly enter into, have, hold, occupy, possess and enjoy all and singular the laids der upon, &cc. Premisses hereby demised, with the Apphre tenances, (except before excepted) with: out any Ler, Trouble, Hinderance, Mole station. Interruption and Denial of hime the said A. B. his Heirs and Affigns, and of all and every other Person and Persons whatfoever, lawfully claiming or to claim; by, from or under him, them or any of them: And shall and may hold and enjoy 50 Acres of the Arable Land belonging to was with Teles Taid demissed Premisses ( or such a 'Grand') from the end of the said Term hereby/granted, till the end of the Harvest then next following, and the Barn to thrafts out his Corn in for a Yest, after the ends of the said Term, and House-Room to lodge in, and Liberty to fodder his Cattle upon the Ground called, dr. mail the 1th of May; after the Expiration of the faid

Prefent Tenant Term. And will permit and faffer C. D. liberty to take the present Tenant, to take off his Crop of of his Crop of Corn at the mext Harvest, which shall or may be fown this Year on the faid demised 

And also shall and will in a Husband-like Loffice to spend manner, spend and employ in and upon Hay, Straw. and Soil on the the faid Premisses, all the Hay, Straw, Fod-Premifics. der Dung, Muck and Soil which shall happen to be made or arise there, at any time

during the Term. And alfo that he the faid C. D., his Exe. To Sow Laid in Cutors, Administrators or Affigns, shall fow Clever, lave Afteen Acres of the Arable Land for Clover in a Summer every Year, during the faid Term, and Fallen. Not to leave fifteen Acres of the faid Land fuffi- Mow Land, ciently lown to Clover at the end of the sec. faid Term; and also shall and will leave yearly, and every Year, during the faid. a. Lerm, one half of the faid Arable Land. as Summer-Pattow, unlown; and also that

He the faid C. D. his Executors, Admini-Hrators and Affigns shall not, nor will triow any part of the Down-Ground hereday demiled, during the faid Term, nor the Nor commit or commit or permit or suffer to be done wafe. or committed, any Waffe, Spoil of De-

any part thereof.

And also that he the said C. D. his Exe. Leffee to build cutors, Administrators or Assigns, shall a House on the and will within the space of one Year next Premisses, and ensuing the Date hereof, at his and their when built to own proper Costs and Charges, well and in Repair, &c. fufficiently erect, build and let up a good and substantial House or Houses on the said demised Premisses, and the same being so erected, built and fet up as aforesaid, shall and will from time to time, and at all times during the Term hereby granted, at his and their own proper Costs and Charges, well and fufficiently repair, uphold, maintain and keep, in and with all needful and inecessary Reparations whatsoever, when as and often as need fliall be or require, and at Bba the

firuction, in or upon the faid Premisses, or

the end of the faid Term, the same being To well and sufficiently repaired, upheld, maintained and kept, unto the said A. B. or fuch Person or Persons to whom the Inheritance of the faid Premisses shall belong. shall and will peaceably and quietly leave and yield up.

build a House, of Massy.

And the laid A. B. for himself, his Executors and Administrators, doth covenant, tim of a Sam promise and agree, to and with the said C. D. his Executors, Administrators and Assigns, that he the said A. B. or his Asfigns, shall and will within the space of one Year next after the Date hereof, in good and Workman-like manner, and according to the best of his Art and Skill. build, erect, set up and finish, one Messuage or Tenement, at and in, &c. of the Dimensions, and to contain the several Particulars following, (viz.) thirty Foot in length, &c. [ Here fet forth the Particulars.] In Consideration whereof the said C. D. doth for himself, his Executors and Administrators, covenant and promise, to and with the faid A. B. his Executors, Adminftrators and Assigns, well and truly to pay, or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, the Sum of,  $\phi_q$ , in manner following (that is to fay ) Oc.

And also that he the said C.D. his Execu-Lesse to build a House on the tors, Administrators or Assigns, shall and Premisses and will within the space of two Years next enlay out a cer- fuing the Date of these Presents, at his tain Sum of Money upon the and their own proper Costs and Charges, erect, new build and fet up, in and upon ∫ame. Tome some convenient part of the Premisses hereby demised, one Messuage or Tenement, and convenient Out-houses, to be so created of the best Timber, Stone or Brick as the Country affords, and employ'd according to the usual manner, and the most substantial way of Building, and in and about the same Building, shall bestow the full Sum of, &c. at the least, and the same Messuage or Tenement so Built, shall and will keep in and with all needful and necessary Reparations

during the faid Term.

And also that it shall and may be lawful Lessor to outer to and for the faid A. B. his Heirs or Ass and view Rofigns, or his of their Workmen, or other parations, and Persons by their Appointment, at all Times on Notice. during the faid Term (or once in every Year) at a convenient time, to enter into and view the faid Premisses hereby demised or any part thereof, whether there be any want of Reparation; and if there shall be any Reparation needful, then the faid C. D. doth hereby for himself, his Executors, a Administrators and Assigns, covenant and grant to and with the said A. B. his Heirs and Affigns, that he the faid C. D. his Executors, Administrators or Assigns, at his and their own proper Costs and Charges, shall and will, within a quarter of a Year next after every Notice or Warning given to him or them by the faid A. B. his Heirs or Affigns, from time to time well and fufficiently repair and amend all fuch Defaults, and want of Reparations, as there shall happen to be found.

Covenant to reshet for watering of Meadins.

And the faid C. D. for himself, his Heirs Pair Fleed-Hat- Executors and Administrators, doth covernant and grant, to and with the faid A. B. his Heirs. Executors and Administrators. That he the faid C.D. his Heirs, Executors or Administrators, for and during so long time as he the faid C.D. shall think fit to keep the said Hatches, called, &c. for the Watering of the said Meadow called, &he the said C. D. his Heirs, Executors and Administrators, shall and will from time to time, and at all times, when and as often as need shall require, at his and their own imper Coffs and Charges, well and fuffieiently repair, amend, and maintain the Harches, called, &c. in fuch manner as the same may be useful as well to and for the watering, overflowing and improving of the faid Meadow belonging to the faid A. B. called, O'c. as of the aforesaid Meadow galled, Or. belonging to the faid C. D.

Leffer to affigu pair's on reauch; or en refusal. Leffee to take it.

And the faid A B. doth for himself, his Timber for Re- Heirs and Assigns, covenant and grant, to and with the laid C. D. his Executors, Administrators and Assigns, That he the said A. B. his Heirs or Assigns, shall and will from time to time, and at all times hereofter, during the faid Term, within the foace of one Month or sooner, if the case require, after reasonable request made, and at fit and convenient times and Seasons in the Year, allow, affign and appoint, or sanfe to be allowed, assigned and appointed unto the faid C. D. his Executors, Administrators and Assigns yearly or otherwife,

wife, to be cut, felled and taken, in and appon some part of the demised Premisses, or some other Lands of the said A. B. when and as often as need shall require, such Timber as shall be wanting to be employed in about the necessary Reparations of the faid Messuage or Tenement and Buildings thereof or thereunto belonging, fo as the fame be spent and employ'd in and upon the faid Premisses, and not elsewhere: And if and in case the said A. B. his Heirs or Assigns shall after request made, delay or refuse to allow such Timber as aforesaid. that then it shall and may be lawful to and for the faid C. D. his Executors, Administrators and Assigns, to take such Timber. from off the faid demifed Premisses, or any part thereof, if there to be had and found. and to employ the same to the Uses aforefaid.

And further, that he the said A. B. his Lesse to also Heirs and Assigns, shall and will yearly, Lesse Wood during the said Term, allow the said C. D. for Piring and his Executors, Administrators and Assigns, in it much in these Hundred Paggots, or the value share hand; of in other Wood for firing, to be had and taken by the assignment and appointment of the said A. B. his Heirs or Assigns, or his or their Bailiss, and not otherwise, and to be spent on the said Premisses only, and not elsewhere, and sufficient Plow-Timber, or else in lieu of such Plow-Timber, the Sum of, ore. in Money, at the silection of the said A. B. his Heirs and Assigns.

.And

Leffee to proferve Woods, &cc. from Cattel.

And also that he the said C. D. his Executors, Administrators and Assigns, shall and will at all times hereafter, during the Term hereby granted, preserve and keep from Damage and Hurt of Cattel, or other negligent Spoil, all the Woods, Coppices and Underwoods, growing and being in and upon the faid demised Premisses, or any part thereof. And also that no manner of Cattle at any time of the Year, saving only between the 1st of November and the first Day of April, and then also that no other Cattle but Horses and Calves only. shall be put and suffered to be in the same Woods or Underwoods, or any of them.

Leffee to ferror Offices, &c.

And further, that he the said C. D. shall and will from time to time, during the said Term, discharge and bear the Offices of Overfeer, Church-warden, Constable, Tythingman, and all fuch like personal Offices wherewith the faid Premisses shall be charged, when and as often as they shall happen.

They the Leffer. hall pay all ties for the Lands.

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And that he the faid A. B. his Heirs or Assigns, or some or one of them, shall and Remis and Du, will at all times during the said Term, not tonly bear, pay and discharge all and all manner of Rones, Duries, Payments, Chariges and Demands, ordinary and extraor-Idinary, what foever, of or for or in respect of the faid Premisses hereby demised, or any, para thereof, (other than the Rents and Services in these Presents before mentioned and referved') but also shall and will thereof and therefrom acquit, discharge and ' fate harmless, as well the said C. D. his ExeExecutors, Administrators and Assigns, and all other Occupiers of the said Premisses. as also the faid Premisses it self, and every

part thereof during the said Term.

And also that he the said A. B. his Heirs Less to pay or Affigns, shall and will pay and dischage Fee-Farm Rents, and the Arrear- and save Lefages thereof, as are or shall be due and pay- fee hermless able to the King's Majesty, his Heirs and therefrom, &c. Successors, for or in respect of the said demised Premisses, or any part thereof, during the said Term, and shall also save and keep harmless the said C. D. his Executors, Administrators and Assigns, and his and their Lands and Tenements, Goods and Chartels therefrom, and of and from all Damages, Troubles, Distresses and Arrests, for or in respect thereof.

And it is also covenanted and agreed, Life to detain by and between the faid Parties to these Rent in his Presents, That if the said C. D. his Heirs Hands to Satisor Affigns, shall at any time hereafter be Rents, on becharged with or for, or by Diffres, Pro-ing compelled to cess or otherwise compelled to pay to the pay them. faid King's Majesty, his Heirs, Successors or Assigns, the said Fee-Farm Rent of &. or any part thereof, or any other Rent more than the faid, &c. before referred. then and so often it shall and may be lawful to and for the said C. D. his Heirs and Affigns, being so charged or compelled as aforesaid, to deduct out of the said Rent. of. &c. above reserved in his and their Hands, so much thereof as shall be a sufficient Satisfaction to the said C. D. his Heirs and Assigns, for and concerning the

faid For Parm Rent of, or referved by, or, as aforefaid, as the shid C.D. his, or, or either of them, shall be tharged withal, or compelled to pay at aforefaid; or until full Satisfaction and Recompence of and for the same shall be made by the said A.B. his Heirs or Affigns, unto the said C.D. his Heirs and Affigns, as aforesaid.

Coverant to pay Museys by may of Rent, for digging of Gaals.

And each of them the faid C. D. and E. F. for himself severally and apart and not jointly, and for his several Executors and Administrators, doth, for the Considerations aforefaid, hereby feverally covenant and grant to and with the faid A. B. his Hoirs and Affigns, That they the faid C. D. and E. F. shall and will well and truly pay, or cause to be paid, unto the said A. B. his Heirs or Assigns, for every Ten Shillings worth of Coals that shall be digged or found in or landed upon any of the laid Grounds, by them the faid C. D. and E. R. or either of them, or by any other Person, by their or either of their Order, Permissien, Privity or Confest, the Sum of One Shilling, clear of and over and besides all Taxes, Reprifes, and other Charges whatsoever, either ordinary or extraordinary, and so proportionably, for whatsoever Quantity of Coals shall be digged or landed in or upon the faid Premisses, or any Part thereof.

To fill up Cool-Pits, repair Fences, &cc.

And also that they the said C. D. and E. F. shall and will at their own Costs and Charges, at the Determination or Ceasing of their Term, Liberty and Licence hereby granted, not only remove and carry away

way out of the faid Ground all the Earth. Stone and Rubbish, that shall then be or remain thereon, but also shall and will fill all and every the Pit and Pits that they or either of them shall make therein, and les wel and lay even the same with other Parts of the Ground there; and shall and will within three Months after the end of the faid Term, sufficiently make and amend fuch Fences and Hedges as shall be broken down or spoiled by the Means aforesaid.

And also that it shall and may be lawful Leffer to dig to and for the said C. D. his Executors, Ad- m Barth to ministrators and Assigns, and for his and make Bricks, their Workmen, Servants and Labourers, for Reparation from time to time, and at all times during my the faid Term at his and their Wills and Pleasure, without any Denial or Molestation by the said A. B. his Heirs and Affigns. in any convenient Place or Places of the faid Premisses, hereby demised, where it may be the least prejudicial to the same Premisses, to dig take and cast up such and so much Earth and Clay out of the said Closes and Premisses as the said C. D. his Executors, Administrators or Assigns, and his and their Workmen, Servants and Labourers, shall think fit to make use of and convert into Brick or Tiles to be employed only in and about the Repairing, Amending and Bettering of the said Messuage, orc. above hereby demised, and not otherwise; the said C. D. his Executors, Filling up the Administrators or Assigns, from time to Pits and Heles, time also filling up and making level the Holes and Pits to be wrought and made in the

## The Combepancer's Guide, &c.

the said Ground, or any Part thereof, by reason of the Digging and Casting up Earth and Clay as aforelaid.

That the Leffee And that he the said C. D. his Execu-Mall have Common and Pasturage for Sheep.

Paying fo

tors, Administrators and Assigns, shall and may from time to time, during the faid Term, have and enjoy to him and them in and upon the Downs, Commons Waltes belonging to the said Manor of, &c. fufficient Pasture and Feeding for One Hundred Sheep, without any Let or Interruption of or by the faid A. B. his Heirs or Assigns, or of or by any other Person or Persons whatsoever, with free Liberry of Ingress, Egress and Regress into and out of the same Grounds and Commons, with all the faid Sheep, at all and much, &c. for every time and times convenient; for shop perAnn, which Pasture to be had as aforesaid, the faid C. D. doth for himself, his Executors, Administrators and Assigns, covenant and agree by these Presents to pay unto the said A. B. his Heirs and Assigns yearly on the Feast of, &c. during the said Term, the Sum of 6 d. of, &c. for every Sheep so to be pastured.

Leffee to enjoy a Watering Piges for Cat-

And that he the faid C. D. his Executors. Administrators and Assigns, shall and may at all times, during the faid Term, lawfully have, take and use the Water at and in a certain Pond called, &c. as well for the Watering of his and their Cattle and Beafts thither to be brought, driven or led, which at any time hereafter shall be kept and continuing in and upon the faid demised Premisses; as also to fetch, take and carry away so much of the Water at and from the Pond

Pond aforelaid, as may be necessary for the Purpoles aforesaid, to be used on the said demised Premisses, or any Part thereof, by any Tenant or Tenants of the fame Premisses; and to that end to have a convenient Way and Passage from the faid Messuage and Premisses to and from the faid Pond, to and for the faid C. Du hie Executors, Administrators and Assigns, at all times to lead and drive all manner of Cattle, and to ferch and carry the faid Water for the Uses aforesaid, withour any Let or Interruption of or by the Aid A. B. his Heirs and Assigns.

And the faid A. B. for himself, his Heirs and Affigns, doth covenant and grant to Leffer to take and with the faid C. D. his Executors, Ad-down and care ministrators and Affigns, that it shall and may ry ower Edifbe lawful to and for the faid C. D. his Execu-cer by him for tors, Administrators and Assigns, at any time "?" or times during the faid Term of, Oc., hereby demised, at his and their Will and Pleasure, to take down and carry away and convert so his and their own Use and Uses, all or any Out-houles, Edifices or Buildings, which shall be set up by the said C. Dirhis Executors or Administrators, on any Part of the hereby demised Premisses, from and after the Date hereof.

And it is covenanted and agreed by and croment that between the said Parties to these Presents, the Lesses may That if the said C. D. his Executors, Ad leave the Proministrators or Assigns shall be willing and misses within desirous to leave the said demised Premisses at the end of five Years next after the Commencement of this present Demise and thereof shall give six Months Motion, with and are

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or Warning in Writing under his of where Hands unto the faid A. B. his Heirs or Affigns on the Feast of, &c. immediately preecding the Determination of the faid Term of five Years, that ohen and immediately after the Expiration of the faid Term of ave Years, the Term and Estate hereby granged shall cease, determine and be work any thing herein contained, &c.

That the Leffor, upon Ro gueft, fball graut a further Term on the forme Condition, &c.

And that the faid A. B. his Helis and Affigns, shall and will at the Costs and Charges of the faid C. D. his Executors. Administrators or Alligns, at any think within the last six Months of the said Term bereby granted, upon the Request of the said C. D. his Executors, Administrators of Affligns, by Indenture of Leafe under his Hand and Seal, executed in due Form of Law, demile, let and fet unto the faid G. D. his Executors, Administrators and Assigns, the Messuage or Tenement, with the Appurtenances, and all and fingular the Premisses above mentioned to be here! by demised, from the end of the said Term of &c. hereby granted for the further Term of or, at and under the same yearly Rent; and under the same Covenants, Conditions and Agreements, as are herein before mentioned and contained on the Tenant's Part. . to be paid, done and performed, he the fuld C. D. at the time of fealing such Indenture of Leafe, also signing, sealing, and infilit Borm of Law executing a Counterpart thereof. the training the contract of the

And lastly, the said C.D. for himself; his fall not permit an Vaderte- Executors and Administrators dothi cove sent &cc. toUp nant and grant to and with the Taid A. H. his fuch & Trade.

his Executors and Administrators, the the faid G. D. his Executors and Admini-Arasors, shall not nor will take or permit, or fuffer to be taken into the faid Meffuage hereby demiled, or any Part thereof, civ abor as Undertonate, Lodger, Inmere, or entherwise, during the faid Term, any Perfon or Persons using the Trade of Cay or buying, felling, or furnishing, or or fol-Kiwing any other Buliness now carried on by the faid A.B. or easy thing relating ebereto.r. ... ... ... ... ... ... ٠, , \* (1 : 1] \* · ·

And alfo that he the faid C. D. his Exe Covenant that merrors, Administrators and Affigus, shall . Lefee and will at his and their own proper Costs shall enterand Charges, from time to rime, and at all sain the Stews ciences, during the faid Term hereby grant- eers at time of bid. find and provide to and for the Stew Court keeping. and and Officers of the faid W. B. his Heirs and Affigure, for the time being, at fuch viene and times as they shall come to keep Court, or furvey the faid Manor, &c. fufadient and convenient Man's Meat, Horfedescribed Lodging, for as they exceed not shie Number of fix Persons and fix Horses and any fuch time, and to as they come this sther not above twice in any one Year, and montinue there not above one Day and one -Night at any of those times.

That che faid C. D. for himself, his Exe-That the Lefworters Administrators and Affigns dorth cove- je do suffer the mand to abd with the faid A. B. His Heirs and Leffer to keep -Aillipms, ithat heatle faid C. D. shall and will Court yearly in Stometime to time, thring the faid Term, part of the pomis and Suffer the faid it. IB. (tie kleirs provide an Enintel Affigns, or his or their Steward for the sweatment for

time the Stematid.

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time being yearly, at two feveral times in the Year to keep and hold his and their Court and Courts for the faid Manor of, &c. in the Hall, and other convenient Places of the faid Capital McHuage hereby demifed, upon reasonable Warning given of the Day appointed for keeping thereof, without any Let or Interruption of or by the faid C. D. his Executors. Administrators: and Affigns. And also that he the faid C. D. his Executors, Administrators and Afligus, shall and will, at his or their own appoper Costs and Charges, find, allow and provide gonvenient, wholefome and sufficient Meat, Drink, and other Entertainment for the faid Steward of the faid A. Bu has Heirs or Affigns; and his Servanes and: Athendanis and Horses that shall be sent by the said A. B. his, &c. twice a Year for the keeps ing of the Course of the faid Manor of, See. as aforelaid, for the space of one whole Dav and a Night at each and every time. At 2.5

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And also that he the said C. D. or his and Drink and Aflight, shall and will, at his and their sown Ledging for a proper Costs and Charges, find, provide fmall Family, and allow unto the faid A. B. and E. his and servant, Wife, and to one Man-Servant and one Woman-Servant, to attend upon them for and during the Term of , or, fufficient, neceffary and convenient House room, Meat, Drink and Lodging, are or in the now Dwelling House of him the said C. D. or elsewhere, wherein he shall dwell and inhabit (or in the Messinger con heroby o granted ) in the famound as good Manner bns. 25 to a pis or their Steward for ...

tidity of Stepara.

and Order as he the said C. D. doth and shall provide for himself and his own Family. And also shall and will, during the said Term of, &c. sind, provide and allow sufficient and convenient Stable-room, Hay, Provender, Straw and Grass, for two Geldings, Horses or Mares of the said A. B. and E. and in such Place and Manner as the best Horses, Geldings and Mares of the said C. D. shall have Stable-room, Hay, Straw, Provender and Grass, during the said Term.

And the faid C. D. Party to these Pre-Tryo Russ sents, for himself, his Executors, Admini-resord as a strators and Assigns, doth covenant and chartel Least grant to and with the said A. B. his Heirs and Assigns, by these Presents, That he the said G. D. his Executors, Administrators and Assigns, shall and will, well and truly pay or cause to be paid unto the said A. B. his Heirs and Assigns, the yearly Rent of, &c. above reserved, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents.

- And the Inid C.D. for himself, his Execu-rent and Histors, Administrators and Assigns, doth cove-riest clear of nant and grant to and with the said A.B. his Taxes. Heirs and Assigns, that he the said C.D. his Executors, Administrators and Assigns, shall and will well and truly pay or cause to be paid unto the said A.B. his Heirs and Assigns, the said yearly Rent and Heriots above referenced, at the Days and Times and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents,

and that clear of and over and above all Taxes and Reprises whatfoever.

In a Precheld-Lasse.

And the faid C. D. for himself his Heirs\_ and Assigns; doth covenant and grant to and with the faid 4. B. his Heirs and Assigns, That he the said C. D. his Heirs and Affigns, shall and will well and truly pay or cause to be paid unto the said A. B. his Heirs and Affigns, the said yearly Rent of, c. above reserved, at the Days and Times above expressed, according to the true Intent and Meaning of these Presents.

Lesci to pay Rents, and perform all Covenants.

All which Rents, Heriots, Refervations. Clauses and Agreements, which on the Part and Behalf of the faid C. D. his Execurors, Administrators and Assigns, are and ought to be paid, yielded, done, observed, performed and kept, he the said C. D. for himself, his Executors, Administrators and Affigns, doth hereby covenant, promife and grant to and with the said A. B. his Heirs and Affigns, well and truly to yield, pay, do, observe, perform and keep according to the true Intent and Meaning of these Presents.

venanti.

And the said C. D. for himself, his Exe-Afgace to pay cutors and Administrators, doth covenant on a Leafe, and and grant to and with the faid A. B. his perform all Co. Executors, Administrators and Assigns, that he the faid C. D. his Executors, Administrators or Affigns, shall and will from time to time, and at all times hereafter, well and truly pay or cause to be paid the faid yearly Rent of, &c. referved in and by the faid recited Indenture, and observe, perform and keep all and lingular the Covenants and Agreements in the same Indenture

cure contained, which on the Part and Behalf of the said A. B. his Executors, Admis nistrators or Assigns, are or ought to be observed, performed and kept according to the Purport of the said recited Indentures And the said C. D. for himself, his Executors, Administrators and Assigns, doth Rents by two covenant and grant to and with the said Persons, and A. B. his Executors, Administrators and ar perform Affigns. That he the faid C. D. his Execu. Commune and tors, Administrators or Affigns, shall and indennify the will yearly, during the Remainder of the Lands from it. faid Term, well and truly pay or cause so be paid unto the faid A. B. his Executors, Administrators or Assigns, the Sum of &c. towards the Quit-Rents, due and payable to the Lord of the faid Manor, by Virtue of the said recited Indenture of Lease: and the faid A. B. for himself, his Executors. Administrators and Affigns, doth covenant and grant to and with the faid G. D. his Executors, Administrators and Affigns, That he the faid A. B. his Executors, Administrators and Assigns, shalland will from time to time, and at all times, during the Remainder of the faid Term above recited, bear, pay and discharge the Residue of the said Quit-Rents reserved, due or payable in and by the faid recited: Indenture of Leafe, at such time and times, and in fuch Manner and Form, as by the: ... ... fame Indenture the fame are referred or ought to be paid; and also shall and will polerve, perform and keep all and everyt the Covenants and Agreements in the faid: recited Indenture of Leafe contained, which  $\mathbf{C}$  c 2

on the Part and Behalf of the faid A. B. his Executors and Administrators, are to be observed and performed; and shall and will free and indemnify the faid C. D. his Executors and Administrators, and the said Ground hereby affigned to him of and from the fame.

fuege in a **Freebold** Leafe:

And also that the said C. D. his Heirs and the Lefter fall Affigns, shall and will from time to time. repair a Mef- and at all times during the faid Term hereby granted, well and fufficiently repair. maintain, fustain, uphold, amend and keep the before demised Messuage or Tenement and Premisses, and every Part thereof, with the Appurtenances, in, by and with all and all manner of needful and necoffary Reparations whatfoever, when and as often as need shall require; and the same so well and fufficiently repaired, maintained, finflained, upheld and kept in the End, Expiration, or other fooner Determination of the faid Term hereby granted, unto the faid A. B. his Heirs and Affigns, shall and will peaceably and quietly leave and yield up. . And the faid C. D. for himself, his Exe-

That the Leffee fall keep md Ditches,

cutors, Administrators and Assigns, doth and maintain covenant and grant to and with the faid Fencer, Hodger A. B. his Heirs and Assigns, That he the faid C. D. his Executors, Administrators and in repair, in a Affigns, or some or one of them, at his and Chaitel Leafe, their, or some or one of their own proper Costs and Charges, shall and will from time to time, and at all times during the faid Term, well and sufficiently repair, amend, maintain, hedge and ditch, cleanse and keep all the Hedges, Ditches and Fen-Sec. 4. ces

ces of and belonging to the Premisses hereby demised, when and as often as need shall require; and the same so well and sufficiently repaired, amended, maintained, hedged, dirched, cleansed and kept, at the End of the said Term hereby granted, unto the said A.B. his Heirs and Assigns, shall and will peaceably and quietly leave and yield

up.

And the said C. D. for himself, his Exe- That the Lefcutors, Administrators and Assigns, doth cove- fee shall repair mant and grant to and with the faid A. B. in a Chartol. his Heirs and Affigns, That he the faid C. D. Lasse of s his Executors, Administrators and Assigns, or Land, beving forme or one of them, at his and their, or Butt on the some or one of their own proper Costs and premises. Charges, shall and will from time to time. and at all times during the faid Term hereby granted, determinable as aforesaid, well and fufficiently repair, maintain, fustain, uphold, amend, fence, hedge, ditch, and keep all and fingular the before demised Messuage, Tenement and Premisses, in all and all manner of needful and necessary Reparations and Amendments what soever. when and as often as need shall require, (having and taking in and upon the said Premisses sufficient Boots for the doing thereof, if the same be there to be had. without committing any Waste or Spoil, to be spent and employed in and upon the faid Premisses only, and not elsewhere) and the same being so well and sufficiently repaired, maintained, sustained, upheld, amended, fenced, hedged, ditched, and kept, at the End, Expiration, or other sooner Deter-C ¢ 2

Determination of the faid Term hereby granted, unto the said A. B. his Heirs and Affigns, shall and will peaceably and qui-

etly leave and yield up.

Leffee to re-Pair Fences, in a Lease in Reservious of Londi.

And also that he the said C. D. his Executors, Administrators and Affigns, or some or one of them, at his and their, or some or one of their own proper Costs and Charges, shall and will from time to time. and at all times, after the Commencement of the said Term hereby demised, and during the Continuance thereof, well and sufficiently repair, amend, maintain, hedge, ditch, cleanse and keep all the Hedges, Ditches and Fences of and belonging to the faid demised Premisses, when and as often as need shall be or require; and the same fo well and sufficiently repaired, amended, maintained, hedged, ditched, cleanfed and kept, in the End or other sooner Determination of the faid Term hereby granted, unto the faid A.B. his Heirs and Assigns. shall and will quietly leave and yield up.

To take Timber en the Premi¶es for Repairs.

And the said A. B. for himself, his Heirs and Affigns, doth covenant and grant to and with the faid C. D. his Executors, Administrators and Assigns, That he the said C. P. his Executors, Administrators and Asfigns, shall and may from time to time, during the said Term, have and take in and upon the said Premisses (if there to be found) sufficient Timber for repairing the faid Messuage and Premisses, to be spent and used thereupon, and not elsewhere, without doing Waste,

And

And also that he the said C.D. his Executors, Life we to Administrators and Assigns, shall not neither commit Waste, will at any time during the said Term hereby granted, do or commit, or permit or fuffer to be done or committed, any wilful dr voluntary Waste, Spoil or Destruction, in or upon the faid Premisses, or any Part thereof.

. And also that he the said C. D. his Exe. To do Suit of curors, Administrators and Assigns, shall and Court, observe will from time to time, and at all Times, du m Default, ring the faid Term, upon every reasonable &c. pay Amer. Summons, and Warning to him or them to ciaments, be given or left at the Messuage hereby des Pains, &c. miled, for him or them to be and personally appear, and do his and their Suit and Service at and unto all and every the Court and Courts of him the said A. B. his Heirs and Assigns, to be from time to time holden and kept for the Manor of, &c. aforefaid, and then and there shall and will do and perform such reasonable Service as other the Tenants of the faid Manor have been accustomed, or ought to do; and also shall and will observe, perform and keep all and every fuch reasonable Orders and By-Laws as shall be made at the said Court or Courts, or any of them, by the Homage there, or the greater Number of them; and in Default thereof, shall and will pay all fuch Amerciaments, Pains, Penalties and Forfeitures, as shall be set on, forseited on loft, by reason of the Breach and None keeping of the said Orders and By-Laws. or any of them.

By-Laws, &c.

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To proceedly onjoy Lunds granted by Ghottel-Leafe,

## The Coursement's Guide, &c.

And the faid A. B. for himself, his Heirs and Affigns, doth covenant and grant to and with the faid C. D. his Executors, Administrators and Affigns, That (for and under the Rent, Covenants and Agreements herein before mentioned and contained) it shall and may be lawful to and for the said C. D. his Executors, Administrators and Affigns, from time to time, and at all times, during the said Term hereby granted, quietly and peaceably to have, hold, use, occupy, possess and enjoy the said Messuage, Tenement and Premisses hereby demised, and every Part and Parcel thereof, with the Appurtenances (except before excepted) without the lawful Let, Suit, Trouble, Interruption or Denial of the said A. B. his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim any Right, Title, or Interest from, by, or under him, them, or any or either of them.

Another Consnant of the file Nature.

And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That (by and under the yearly Rent, Heriots, Covenants and Agreements herein before mentioned and contained) he the said C. D. his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the before demised Premisses, and every Part thereof, with the Appurtenances (except before excapted) for and during all the said Term hereby granted the

(determinable as aforesaid) without the Let, Suit, Trouble, Molestation, Disturbance or Denial of him the faid A. B. his Heirs or Assigns, or of any other Person or Persons whatsoever lawfully cleiming, or to claim any Right, Title or Interest therein, or thereunto, from, by, or ander him, them or any of them, or from, by or under, &c. late of, &c. deceas'd.

And the faid A. B. doth for himself. his Lefter to peace. Heirs and Assigns; covenant and grant to ally mjey in and with the faid C. D. his Executors, Ad- Lise in Roministrators and Assigns, by these Presents, That (for and under the yearly Rents. Heriots, Covenants and Agreements, before in and by these Presents mentioned and contained) he the faid C. D. his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the before demised Premisses, with the Appurtenances, for and during the said Term, hereby granted (commencing and determining as aforesaid) without the lawful Let, Suit, Trouble, Interruption of Denial of the said A. B. his Heirs or Assigns. or of any other Persons whatsoever, lawfully claiming or to claim by or under him; them, or any or either of them.

And the faid A. B. for himself, his Heirs The like in a and Assigns, doth covenant and grant to Probbidand with the faid C. D. his Heirs and Af- Loofe. igns, That (by and under the Rent, Covenants and Agreements in these Presents mentioned and contained) it shall and may be lawful to and for the said C. D. his

Heirs,

Heirs and Assigns, from time to time, and at all times during the said Term hereby granted, 'quietly and peaceably to have, hold, use, occupy, possess and enjoy the said Messuage or Tenement and Premisses hereby demised, and every Part and Parcel thereof; with the Appurtenances, without any Molestation, Interruption or Denial of or by the said A. B. his Heirs or Assigns, or of any other Person or Persons whatbever, lawfully claiming or to claim any Right, Title or Interest therein or thereunto from, by and under him, them, or any or either of them.

Letter of Atterney to deliwer Possession.

And the said A. B. hath made, constisuced and appointed, and by these Presents doth make, &c. E. F. and G. H. of, &c. his true and lawful Attorneys, jointly and feverally for him, and in his Name, to enter into and upon all and fingular the before demiled Premisses, or into some Part thereof, in the Name of the whole, and peaceable Poffession and Seisin thereof, or of some Pare thereof, in the Name of the whole to take; and after such Possession and Scisin thereof so had and taken, then the like peaceable Possession and Seisin thereof, or of some Part thereof, in the Name of the whole, to deliver over unto the faid C. D. or to his Attorney or Attorneys in that Behalf lawfully authorized, to hold to him the said C. D. his Heirs and Assigns, according to the Purport, true Intent and Meaning of these Presents, hereby ratifying and allowing all and whatfoever his faid Attorneys, or either of them shall do in

In the Premisses by Virtue of these Prefents.

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And lastly, the faid C. D. for himself, That a Lease this Heirs, Executors and Administrators, it made to a Host beyond declare and agree that the Dur. Man in Trust doth hereby declare and agree, that the Purchale-Money paid as aforefaid, was the Perfon. proper Moneys of, &c. and that this Leafe made to the faid C. D. is so made in Trust only, and to and for the Use and Benefit of the faid, &c. for and during the Term of his natural Life, &c. and afterwards for the Use of, &c. and to and upon no other

Account, Use or Trust whatsoever.

And lastly, it is hereby covenanted and Govenant giagreed by and between the faid Parties to ving a Leffee these Presents, That the said C. D. shall Liberty to exand may have free Liberty to exchange ei-change any of ther of the Lives now in being on the Pre-the Lives m misses aforesaid gratis, without paying any Leafe, within Fine for the same to the said A. B. his a time limited. Heirs or Affigns, provided fuch Alteration and Exchange of one of the faid Lives be made within the space of two Years next ensuing the Date of this present Indenture; and that all the said Lives now upon the said Premisses be then and at that time living and in good Health, but on no other Conditions whatfoever, any thing herein contained, &c.

And it is covenanted, granted, conclud- covenant to ed and agreed upon by and between the offen Loofesaid Parties to these Presents, and hereby hold Lands, on so declared, That in case the said A. B. his renewing the Leafe. Executors or Administrators, shall at any time hereafter renew and take a new Leafe, and further Estate, Term or Interest in the Meffuage and Lands granted to him by the

faid Original recited Indenture from the Lord of the said Manor of, Oc. that then the said A. B. his Executors or Assigns, shall and will, after such Renewal, at the Request of the said C. D. his Executors or Administrators, and upon Payment to him the said A. B. of a proportionable Share of the Fine paid for such Renewal, having Respect to the Value of the whole Estate so renewed, at the Costs of the said C. D. alfign the said Close and Premisses, and all his Estate and Term therein so renewed, unto the said C. D. his Executors, Administrators or Assigns, under the like Covenants, Clauses and Agreements as are herein contained.

And also that the said C. D. his Executorn on Sale of tors, Administrators and Assigns, shall and the Reversion. will at any time hereafter, during the said Term, upon reasonable Request to him made by the faid A. B. his Heirs or Assigns. attorn Tenant to any Person or Persons, to whom the faid A. B. his Heirs or Asfigns, shall or may grant the Reversion of the Premisses hereby demised, or any Part thereof; and shall and will pay to such Grantee or Grantees, his or their Heirs and Assigns, the said yearly Rent hereby referved, or so much thereof as shall belong and be payable to such Grantee or Grantees, his or their Heirs and Assigns, as aforesaid.

And that he the faid A. B. his Heirs or To make a Leafe of Lands. Affigns, shall and will, on or before, Oc. next coming, make, seal, and deliver unto the said C. D. his Executors, Administrators and Affigns, a good and sufficient Leafe in the Law of all that Messuage, &c. for the Term of, &c. to begin and take Effect from, &c. under the yearly Rent of, &c. with a Covenant to be therein contained for the faid C. D. his Executors, &c. to repair the said Messuage, &c. during the said Term, and with a Covenant from him the faid A. B. his, &c. to permit the faid C. D. his Executors, Administrators and Assigns. peaceably to enjoy the faid Messuage and Premisses, on paying the said yearly Rent, and performing the Covenants: And other Covenants usual in Indentures of Lease of Lands or Tenements, let: at a Rack-Rent for a Term of Years.

And the faid A. B. for himself, his Exe-To make on cutors, Administrators and Affiguis, doth Affigument of covenant and grant to and with the faid C. D. his Executors, Administrators and Asfigns, That he the faid A. B. shall and will, on or before, &c. at the Costs and Charges of the said C. D. his Executors or Affigns. affign and grant over unto the faid C. D. his Executors, &c. the said Messuage or Tenement and Premisses above mentioned to be granted to the faid A. B. in and by the said recited Indenture of Lease, and all his Estate, Right, Title, Interest, Claim and Demand, of, in, and to the same; To have and to hold the faid Meffuage or Tement and Premisses, and every Part thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Affigns, for and during all the Rest and Residue of the said Term of ora which Latino Shall.

shall be then to come and unexpired, of and in the same, by Virtue of the said recited Indensure of Lease.

To Surrender Copybold Lands. And also that he the said A. B. shall and will, at the next Court to be holden in and for the said Manor of, & surrender and yield up into the Hands of W. B. Esq. Lord of the said Manor, or into the Hands of the Lord of the said Manor, for the time being, according to the Custom of the said Manor, all that Copyhold Messuage, or Tenement, with the Appurtenances surrent, with the said Manor of, & and all his Estate, Right, Title and Interest of, in, and to the same, to the Use of the said C. D. and his Heirs.

(Or thus.) That he the faid A. B. Stall and will, at the next Court-Baron to be held for the faid Manor of, Oc. or as any other time or times, upon the Request and at the Cofts and Charges of the faid C. D. or his Heirs, surrender into the Hands of the Lord of the said Manor, or into the Hands of the Steward thereof, or otherwise, according to the Custom of the faid Manor, to the Use of the said: C. D. his Heirs and Assigns, the aforesaid Tenement, and all the Lands, Meadows, Pastures. Feedings and Commons to the same belonging or appertaining, and all his Estate, Title, Claim and Demand whatsoes ever of, in and to the fame.

To surrender And also that he the said A. B. shall and Copyhold of In- will at any time hereaster, upon the real beritance to sonable Request, and at the Costanand Uses in a Mar- Charges of the said a De his Heirs, Enclose of Settlement cutous or Administrators, surrender in due and surre Assure.

Form of Law, and according to the Cufrom of the Manor of, &c. aforesaid, the faid Messuages, Tenements, Lands and Premisses above mention'd, and every Part and Parcel thereof, with the Appurtenances, to and for the several Uses, Intents and Purposes herein-after mentioned (or as near the Tame as the Custom of the Manor of, &c. aforesaid will admit) and to and for no other Use. Intent or Purpose whatsoevers ( that is to fay ) to the Use and Behoof of the faid A. B. for and during the Term of his natural Life; and after his Decease, to the Use and Behoof of the said E.D. his intended Wife, for and during the Term of her Life; and after the Decease of both them the faid A. B. and E. D. then to the Use and Behoof of the first Son of the Body of the said A.B. on the Body of the said E. lawfully to be begotten, and of the Heirs of the Body of such first Son lawfully issuing; and for Default of fuch Isfue, to the Wie and Behoof of the 2d, 3d,4th,5th,6th, 7th, 8th, 9th and 10th, and all and every other Son and Sons of the Body of the fait A. B. on the Body of the said E. D. lawfully to be begotten, severally and succesfixely one after another, in Order and Course as they shall be in Seniority of Age and Priority of Birth, and of the leveral and respective Bodies of such Son and Sons respectively and successively ifflying, the Elder of fuch Sons, and the Heirs of his Body, always to be preferred before the Younger of fuch Sons, and the Heirs' of their Bodies isfulng respectively; and for and in Default of such Issue, then to the Use and Behoof of the sirst Daughter, &c. and for Default of such Issue, then to the Use and Behoof of the Heirs of the Body and the said A. B. lawfully to be begotten; and for want of such Issue, then to the Use and Behoof of the Right Heirs of the said A. B. for ever, according to the Custom of the Mannor of, &c. aforesaid.

To grant an Annity with Clauses of Digress.

And that the said A. B. or his Heirs shall and will on, or before, or by good and sufficient Affurances in the Law, grant and assure, or cause to be granted and assured. unto the faid C. D. his Heirs and Affigns. one Annuity or yearly Rent of, &c. to be going and issuing out of so much Lands and Tenements as now are, and at the time of fuch Affurance made, shall be of the clear yearly Value of, &c. per Ann. over and above all Charges and Repriles, of which Lands the said A. B. shall be sole seized in his Demelne as of Fee, payable and to be paid unto the said C. D. his Heirs and Assigns for ever, on the Feasts of, &c. yearly. And also that he the said A.B. or his Heirs, at the time of granting the faid Annuity, shall and will charge the said Land with a sofficient Glause of Distress. That if the said Annuity or yearly-Rent shall be at any time behind, when it ought to be paid, that it shall be lawful for the said C. D. his Heirs and Assens, to enter into the faid Lands and Tenements, and there to distrain; and the Distress and Distress there found to lead, drive, and carry away and detain and keep until the faid: Annuity with the Arreasages thereof (if amy shall be in shall be fully stricted and And paid.

And the faid A. B. for himself, his Heirs To pay on Any and Affigns, doth; covenant and grant to meity, and that and with the faid C. D. his Executors, Ad-Lana: shall ministrators and Assigns, That he the said is. A. B. his Heirs or Assigns, shall and will well and truly pay, or cause to be paid, unto the faid C.D. or his Affigns, the faid Annuity or yearly Rent-Charge of, &c. above mentioned, at the Days and Times, and in Manner and Form above expressed. according to the true Intent and Meaning of these Presents, And also that the Messugges, Lands, Tenements and Hereditaments, above mentioned to be charged or chargeable with the said Annuity or yearly Rent-Charge hereby granted, shall from time to time be and continue overt and, sufficient for the Payment of the said Annuity yearly during the Life of the faid C.D.

And also that the said Messuage, Or. and every Part thereof, now are, and fo shall double Cohereafter remain, continue and be, during weam of the the Term of the natural Life of the said C. D. as aforefaid, overt, chargeable, sufficient and liable to and for the Diffress of faid C. D. for the Non-payment of the faid Annuity or annual Rent-Charge of, Oc. and for the Arregrages thereof, if any shall happen to be. And further, That the said A.B. his Heirs and Assigns, and all and every other Person or Persons which now are, or hereafter shall be seized of the said Messuage, & and of every or any Part or Parcel thereof, shall and will at all times, during the natural Life of the said C. D. pay or cause to be paid unto the said C. D.

The Conveyancer's Gille, &c.

the faid Annuity or Annual Rent of, &c. at the times before in these Presents limited, according to the true Intent and Meaning of

these Presents.

That Land: Ball be liable to distress for dennities.

And the said A. B. for himself, his Heirs and Affigns, doth covenant and grant to and with the faid C. D. his Executors, Administrators and Assigns, That the said Meffuages and Premisies above mentioned shall remain, continue and be at all times hereafter chargeable with and liable to all and every the Distress and Distresses of the said C. D. and his Assigns, there to be had: and taken at any time, for Default of Payment of the faid Annuity, and Pain and Pains aforesaid, to be forfeited as aforesaid, or any Part thereof, according to the Purport and true Intent and Meaning of these Prefents.

Right to ; charge Lands with Annuities.

And the faid A. B. doth covenant and grant to and with the faid C.D. That he the faid A. B. at the time of the fealing and delivering of these Presents hath full Power. good Right and lawful Authority to charge the said Messuages, oc. with the Payment of the faid Annuity or annual Rent of, &c. in manner aforefaid.

And to make further Assu-TARCE.

And further, the said A. B. for himself and his Heirs, doth covenant and grant to and with the faid C. D. That if it shall be found hereafter that the Affurance of the said Annuity by these Presents made, shall not be a full and sufficient Assurance thereof to the said C. D. that then upon Notice thereof given, and Request made to the faid A. B. or his Heirs, by the said

vC: D. or his Affigns, the faid A. B. and his Heirs, shall ae his and their own Costs and Charges in the Law, make all and every . Such further and other Affurance and Affurances to the faid C. D. of the faid Annuisy for the Term of his natural Life, as by the faid C. D. or his Counsel learned in the Law shall be reasonably devised, advised and required.

And the faid A. B. for himself, his Executors, Administrators and Assigns, doth sement that covenant and grant to and with the faid Right to fell C.D. and E.F. their Executors, Administrators and affign Anand Assigns, that he the said A. B. now mitter. hath good Right, full Power and lawful Authority in his own Right to fell, affign, and transfer the faid Annuities, and the Orders and Talleys thereon made, unto the faid C. D. and E. F. their Executors, Adminifirstors and Assigns, to hold to them their Executors, Administrators and Assigns, for and during the Remainder of the faid Term of 99 Years, upon the several Trusts herein before expressed and declared, according to the true Intent and Meaning of these misses shall Presents. And also that the said Annuities rymain to. shall and may at all times hereafter be, re- vicio main and continue to, for and upon the feveral Trusts, Intents and Purposes herein before expressed and declared of and concerning the same.

And further, That he the faid A. B. and future Aluhis Executors and Administrators, and all renee. and every other Person and Persons, and his and their Executors and Administrators. any thing having or lawfully claiming in the faid Annuities, or either of them, by,

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from.

from or under him; shall and will attany time or times hereafter, upon the reasonable vRequest of the laid C. D. and E.F. cheir Executors, Administrators and Affigns, make, vdo and execute, or cause or procure to be imade; done and executed; all and every is such further and other lawful and reasonable Act and Acts, Thing and Things, Devises and Assurances in the Law what soever, ifor the further, better, and more perfect alligning and transferring of the faid feveral Annuities unto the faid C. D. and E. F. ... other Executors, Administrators and Affirms. for and during the Remainder of the faid Ferm of 99 Years, to, for and upon the several Trusts, Intents and Purposes herein ebefore explosed and declared according -ito the true intent and meaning of thefe "Presents, as by the said EAR and E. F. - their Executors, Administrators and Assigns, nor their or any of their Counted learned in , the Law, shall be reasonably devised or adwiled and required the behavior of the

To my marger. And the said A. B. for himself, his Heir, and corry a. Executors, Administrators and Assigns, and bought, &co for every of them, doth covenant and grant, to and with the faid C. D; his Executors, Administrators and Affigns, and every of them by these Presents. That he the faid C. D. his Executors, Administrazors or Affigns, shall and may peaceably ... and quietly have, hold, take, necesive and Lenjoy all and singular the Said Timber-.. Trees, or other Trees and Premiss herein cor hereby mentioned or intended to be granted, bargained and fold, rand every part prare thereof, with Liberty to fell, cut, fetch: and catry away the same, at his and their free Will and Pleasure, to his and their proper Use and Uses for ever, without any Let, Trouble, Molectation, Disturbance or en Denial of him the faid A. B. his Heirs or to Affigus or any Person or Persons lawfully claiming or to claim from, by or under him or them; for any or either of them.

. And the faid A. B. for himfelf, his Exp-ingress and Eduters, Administrators and Assigns, doth-gress to carry dovenant rand igrant to and with the said away Wood. C. D. his Executers, Administrators and Affrees by these Presents, That he the said. G.D. his Executors and Affigns, shall and may at all reasonable times have free Inexels, Egrals and Regrels, to and from the faid Coppies. Woods and Underwoods, with Hone, Can and Carriage, at his Pleafure, for the folliag, having) certifing down and garrying away the afore stid-Coppine-Wood and Underwood, without the Let or Interruption of any Person or Persons whatfoeybreid distantant of the

\_ And the faid C. Di for himfolf, his Exe- To repair Fences entors; Administrators and Affigns, doth defroy'd in felsevenant, promise and grant, to and with the faid A B his Executors, Administrarars and Affigns, That he the faid C.D. his Executors or Affigns, at his or their jown-proper Golf and Charges, shall and will fence, amend and repair all the Hedges and Fences belonging to the faid Coppice and Hedge-rows, as shall be broken, urodsen down or otherwise wasted, by reason er occasion of the felling, cutting or car-Dd 2 rying

rving away of the faid Coppice-Wood and Underwood; for the Safeguard and Prefervarion of the young Springs growing in and upon the lame.

Ship.

7) per Muny And the faid C. D. for himself, his Exefor treight of cutors and Administrators; doth covenant, promise and grant, to and with the said A. B. his Executors, Administrators and Assigns by these Presents, That he the faid C. D. his Executors, Administrators. Factors or Affigns, shall and will well and truly pay or eaule to be paid hoto the faid A. B. his Executors, Administrators of A.C. figns, for the Preight of the said Ship and Goods, the Sum of, &c. within Twenty Days after the faid Ship's arrival, and Goods discharged at, Co. afterfaid, for the end of the faid Voyage; and who thail and will pay for Demorage (If the shall be by the Default of him the faid C. D. his Pactors or Affigus) the Sum of 20 1. of, & per Day, daily and every Day at the fame shall grow due.

That on Acand bath not released any Debts therein mentioned.

And the said A. B. for himself, his Heirs. compt is true, Executors and Administrators, doth cove. nant and grant, to and with the faid C. D. and E. F. and either of them, their and either of their Executors and Administrators, by these Presents, in manner following, (that is to fay) That the faid eccompt according to the Tenor of the aforefaid Ballance thereof, is just and true; and that he the faid A.B. at any time heretofore hath not received, released or difcharged, nor that he the faid A. B Heirs, Executors, Administrators or Assigns.

at any time hereafter, shall or will receive nelcase or discharge any of the Goods or Debts mentioned in the faid Accompt, nor any pare cheecef, nor shall do any Act, Deed or Thing, to let or hinder the said C. D. and E. E. or either of them, of or in the receiving recovering or enjoying of the fame Ast any part thereof, without the Confent and Agreement of the said C. D. and E. R. their Executors and Affigns, first had and obtained in Writing.

And the said A, R, doth covenant with That bath me the faid C. D. that he the faid A. B. hath due m a Bend, mot, nor will receive the faid Money due on mer will release the faid Bond, or any part thereof, neither the fame, &cc. hall or will release or discharge the same, or any part thereof, but will own and allow of all lawful Proceedings for recovery shereof. He she faid C. D. hereby agreeing to lave the laid A.B. harmless from easy Costs that may happen to him there--by-

And each 10f them the faid A. B. and That a Bond is C. D. for-him and herself, severally and in force, not rempart, and not joinely, and for his and her leafed, &cc. Several Executors and Administrators doth further Affin staverally coverage; and grant, to and with rance in an che said E. F. his Executors and Assigns; Affigument. and the faid T. B. doth hereby agree and - declare that the faid last recited Bond now is and standeth in full force and effect, and that neither the said L. B. deceas'd in his Life-time, or they the faid A. B. and C. D. fince his Death, or either of them, their or either of their Executors or Administrators; have or hath released or discharged. .Dd 🛦

charged, or shall or will as abyonne hereafter rélease or discharge the same, or receive or discharge the Money thereon de, or any part thereof, without the Confeat of the faid E. F. his Executors or Administrators in Writing first had and obtained; but that they the faid T.B. A. B. and C.D. their Executors and Administrators, shall and will do any further lawful and reasonable Act or Act. Thing or Things, for the better affiguing and conveying the faid Obligation and the Money thereupon due or to become due, to the faid E. F. his Executors, Administrators or Asfigns, as by him or them, or either of them, or his or their or either of their Counsel learned in the Law, shall be reafonably devised or advised and required.

To indemnify

And the faid A. B. for Himfelf, his Held, Man from Executors, Administrators and Assigns, Moth an Obligation, covenant, promise and grants to and with the faid C. D. his Heirs, Executors and Administrators, That he the said in B. his Heirs, Executors and Administrators. shall and will well and cruly acquit; difcharge, save harmless and indemnify the faid C. D. his Heirs, Executors and Administrators against the said T. B. His Executors, Administrators and Affigus, of, from and in respect of the said Obligation or Bond so entred into as aforesaid, and of aid from all and all manner of Sums of Money, Debts, Penalties and Forfeitures contained in the same, or that shall or may in any wife be or arise against the said C. D. his Heirs, Executors or Administrators, or against

gainst his or their Lands, Tonements, who is Goods or Charles, or any or either of the ship of the shi

And the laid A. B. for himlely, his Heirs, and if fuel or Executors and Administrators, doth fur molefed, to en-ther contenant and grant, to and with the joy Lands, &c. Said & D. his Executors and Administraposs, That if the faid C, D. his Heirs, Exeenters or Administrators, or any or either of them, shall be sued or molested, upon or by section of the faid recited Bond, so by him entered into as aforefaid, then the faid 6. D. shis Executors, Administrators and Affigns, shall and may at all times after fuch Suit and Molestation, lawfully, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage, Tenement and Premisses hereby demiled, and every Part thereof, with the Appurtenances, and receive and take the Rents, Issues and Profits of the same, to his and their own Use and Uses during the Term aforesaid, without the Let, Suit, Trouble, Denial, Interruption or Disturbance of the said A. B. or of any other Person or Persons whatsoever, and that -free and clear of and from all former and other Leases, Gists, Grants, Rents, Arrearages of Rents, Judgments, Executions, Recognizances, Estates, Titles, Troubles, Charges and Incumbrances whatforver.

And

To indemnify a Attion; and Suits.

And the faid A. B. for himself, his Esse-Perfor against cucors, Administrators and Alligns, dock alfo covenant, promile and agree, to and with the faid C.D. his Heis, Executors and Administrators by these Presents, That he the said A B his Executors and Administrators. That and will from time to time. and at all times hereafter, well and fufficiently indemnify, fave and keep harmiels the field C. D. his Heirs, Executors and Administrators, and every of them, of and from all'and all manner of Action and Actio ons, Caule and Caules of Actions, Suits. Quarrels, Controversies, Damages and Demands whatfoever which thall or may at any time or times hereafter happen, ande or be brought against him or them by the faid T. B. his Executors, Administrators of Affigns, or by any other Person or Person whatfoever, as Executor or Executors, Administrator or Administrators of the faid. or, for or on account of the Premisses, by virtue, colour or pretence of the faid Will. or otherwise howsoever.

To indemnify s

And it is covenanted, agreed and declared, by and between the faid A. B. and Debts, and that the faid C. D. and the faid A. B. for himhall be a Se. felf, his Heirs, Executors and Administraswity for the tors, doth covenant with the faid C. D. his Heirs. Executors and Administrators. That in case it shall hereaster appear that there shall be any other Debts owing by the faid T. B. which have not been paid, or are not comprised in the faid Schedules herero annexed, that then and in such case he the -faid A.B. his Heirs, Executors and Administrators will upon request to him or them made.

made, pay the same, and indensify the faid C. D. his Heirs, Executors and Admihistrators from the same. And the said A. B. doth hereby consent and agree, that elie: faid Premilles hereby granted and affigured, shall stand chargeable with, and be liable and subject to the Payment of the fame; and that the faid Premisses shall stand a Security therefore, and for indemmisving the said C. D. his Heirs, Executors and Administrators there-from, and from all Actions, Suke, Colle, Charges, Damages and Expences, which he or they shall at any time here-after suffain, or be put unto in refrect thereof.

And the Isid A. B. for himself, his Exe- To save harmcutors and Administrators, doth covenant and left from Alligrant to and with the faid C. D. his Heirs, our, for reco-Executors, Administrators and Assigns, that he the said A. B. his Heirs, Executors and Administrators, shall and will at all times hereafter fave harmless and keep indemnisted the skid C. D. his Heirs, Executors and Adwhithfrators, and his and their Landsand Temements, Goods and Chattels, of and from all Costs, Charges, Damages and Expences. which he or they shall furain, or be put unto, for or by reason of any Action or Suit that shall be brought in his Name, for any of the Debts, Duries, and other Things, due, wing and belonging to the faid T. B. &c.

And the said C. D. for himself, his Exe- To some harm. conors and Administrators, dorh covenant Wiffom Alliand grant to and with the faid A. B. his " a bund. Executors, Administrators and Assigns by these Presents, That he the said C.D. his Executors and Administrators, shall and

will from sime to time, and at all times, been steers lave and keep barmies the feid A. B. his Executors and Administrators of and from all and all manner of Actions Spire. Costs and Expenses which shall for i may grife upto or befal hith of them by means of any Suit to be brought on commenced for or upon the faid recited Obligation.

pences in profeenting a Judgmeni.

To fave horn. And the faid G. Do foot himself, his Exe. less from En-cutors, and Administrators; doch covaning and grant to and with the laid A.B. his Executors and Administrators, That he the faid C. D. his Executors and Administrators. Shall and will from time to time; and at all times hereafter, well and inficiently defend; fave harmles and keep indemnified the faid A. B. his Executors and Administrators and his and their Lands and Tonemental AGoods and Chartels, observan and against all Costs, Charges, Damages and Expandes whatforever, which show As either of them shall sustain by he mented, for or by reason, op-in respects of any Writ or Weits, Suits or Profequeions, withen in Law or Equity, which shall at any sime or times hereafter, be had, fued out or profesured by the faith T. B. her Executors or Administrators, or her or their Accorney or Accorneys, aponian by realou of the laid recited Judgment, for by virtue dolgur or Pretence of any Power; or Authority bessby given, or herein contained and both

of Debts, &C.

md ... And, what foever lawful Actions - Swiss. menin alli- Process and Proceedings that shalls be hereens for recovery after commenced. field of profesured by the faid if D, his Executors, Administreet lieft, et en fon måd big controller cors, or Assigns, against the said T.B. his Heirs, Executors or Administrators, touching the Premisses, he the said A.B. doth promise to allow, maintain, justify and confirm by these Presents, without releafing or discharging of the said T. B. his Floirs, Executors or Affigus of the faid recited Obligation, or of any Suit, Process, parc Proceedings to be brought or comimpliced thereupon.

LAnd the faid A.B. for himself, his Exe- to allow icurors and Administrators, and every of Admin, and shem, doth covenant, promife and grant, we revoke a cosand with the laid C. D. his Executors wany, &c. and Administrators, and every of them by these Presents. That he the said A. B. his -Executors and Adminiarators, and every of them fhall and will justify, allow, ratify. and confirm all and whatfoever the faid .C. Dahis Executors of Administrators shall lawfully do or cause to be done in or about the Premisses, and that neither he the faid A. B. his Executors nor Administrators, nor any of them, will revoke or make void this Letter of Attorney, nor any Authority diereby given to the faid C. D. his Executors or Administrators, nor shall hereafter fue for or meddle with the said Debt or Indement, further protherwise than as the faid C.D. his Executors or Administrators Thall direct or advise.

And the said A. B. for himself, his Heirs, That bath me Executous and Administrators, doth cove-received Debts, nant and grant, to and with the faid C. D. &c. encept fuch his Executors and Administrators, That he release Dibes or the faid A. B. hath not received, released Aftime.

or discharged, neither shall or will he, his Executors or Administrators at any time hereafter, receive, release or discharge any of the faid Debts, Duties, Sum or Sums of Money whatfoever in the faid fecond Schedule mentioned to be due and owing, or any other Debt or Debts whatfoever, which on, &c. were due and belonging to the said, &c. as aforesaid, (except the Sum of, Oc. he received of, Ov.) neither shall or will; without the confent of the faid C. D. release, discharge or otherwise avoid any Action, Suit or Profecution that that be brought or profecuted for them, or any of them, but shall and will consent to all Proceedings whatfoever, that shall be brought in his Name, for any Debes, Duties, or other Things, due, owing or belonging to the laid. Ov.

releafed or difcharged a own Possed-

And the faid A. B. for himself, his Executors and Administrators, doth covenant and grant, to and with the faid C. D. his will read or Executors, Administrators and Assigns, That diformal, but he the faid A. B. hath not released, impeached, hindered, discharged or avoided, por shall or will at any time hereafter, do or cause to be done any act, matter or thing which may any ways release, impeach, difcharge, hinder or avoid the faid recited Judgment, or any Writs, Executions, Procels or Proceedings whatfoever, at any time hereafter to be had and profecuted thereon, nor shall or will revoke, alter or disangul these Presents, or any Bower or Authority hereby given or granted, without the Direction on Confent of the said C. D.

C. D. his Executors, Administrators or Asfigns, or fome or one of them first had and Obtained in Writing, but shall and will ayow and own all fuch lawful Writs, Execu-Hons, Process and Proceedings as the laid O. D. his Executors, Administrators or Asfight, or any other Person or Persons by his or their Procurement or Direction, shall bring, commence, sue or profecute, upon or by reason of the said repited Judgment.

And the faid A.B. for himself, his Exe- Not to for one citeors, Administracers and Assigns, doth Execution of a coveriant and grant to and with the faid Judgment C. D. his Exemptors and Administrators, That neither he that faid A. B. his Executors. Administrators on Affigus, or any of them, or any other Person or Persons whate foever, by his, their or any of their Means, Consent, Privity or Procurement, shall or will at any time hereafter, fue out any Execution of Executions upon the faid Judgment against the said C. D. his Executors or Administrators, or his or their Goods. and Charrels, Lands or Tenements, or any ways sue, disturb, modest or trouble the faid C. D. his Heirs, Executors or Administrators, for, touching or concerning the fuid Judgment above recited, or the Debt and Damages thereupon due and payable. or any part thereof.

And the faid A. B. for himfelf, his Heirs, To fell Lands Executors and Administrators, doth cove- and Goods, &c. nant, promise, grant and agree, to and affigued in with the said Commissioners, and to and Bankrupey. with each and every of them, that he the

fail M.B. his Heirs Executors or Admihistrators, or some or one of them, shall and will with all convenient speed, sell and dispese of the said Goods. Wares, Merchandles and Premifies for the most he can get for the same; and by all lawful Ways and Means fue for and recover the Debts mentioned in the faid Schedule hereto annexed? and from and after the Rocovery and Receipt theteof, shall and will upon reasonable Request and Notice in writing to him for the purpole made or given by the faid Commissioners, or by the and many major part of them, make and give a just with comifernes and perfect Accomps unto the faid Commissioners, of all such Sum and Sums of Money as he finall have raised by such Sale. as foon as he shall have received the same: and of all Sums of Money as he the faid A. B. hall have raised and received out of the Debts hereby affigued by force and virtue of these Presents, and shall pay over all fuch Sums of Money as he shall have fo raifed, gotten, had or received, unto the

faid Commissioners, or the major part of them, or dispose thereof as they shall on der, direct or appoint, to the end the faid Commissioners may order, distribute, divide and dispose thereof, for and towards the Payment and Surisfaction of the Debu due and owing by the said E. F. to such of his Creditors who have already fought, or as that hereafter in due time come in and feek Relief by virtue of the said Commission, and contribute towards the Charges

thereof as aforefaid.

And also that he the said A. B. his Heirs, And to Save Executors and Administrators, shall and Commissioners will from time to time, and at all times here. harmless from after, well and sufficiently save, defend &c. and keep harmless and indemnified the faid Commissioners and every of them, their and every of their Executors and Admini-Arators, and his and their Bodies, Lands and Tenements, Goods and Chattels, of and from all manner of Actions, Costs, Suits, Arrests, Losses, Damages and Expences whatfoever, which they or any of them shall or may fuffer, sustain or be put unto, for or by reason of this present Deed of Assignment, or any other matter or thing whatfoever, lawfully done or executed by virtue of the faid Commission, or their or any of their lawful Intermeddlings or Dealings in any of the Estates of the said E. F. by force, virtue or colour thereof.

And the faid A. B. for himself, his Exe- To seal any ocutors and Administrators, doth covenant ther Affiguand grant, to and with the faid C. D. his ment, Letter of Actorney, &c. Executors and Administrators, that he the by way of fusaid A. B. his Executors and Administra- ture Affurance. tors, shall and will at any time during the faid Terms above mentioned, at the Request, Costs and Charges of the said C. D. his Executors, Administrators and Assigns. make, feal and execute any other Affignment, Letter of Attorney, Power or Authority whatfoever, to impower him or them to receive and recover the faid Annuity or yearly Sum of, &c. according to the purport and true meaning of these Prefents.

And

To convey an and his Heirs,

And that he the faid A. B. shall and will, Materea Man on or before, orc. next, at the proper Costs and Charges in the Law of the said C. D. his Heirs and Assigns, by Fine, Bargain and Sale, or some other good and fufficient Conveyance and Assurance in the Law. well and fufficiently convey and affure unto the faid C. D. and his Heirs, to the Use of him, his Heirs and Assigns for ever, all that Messuage, &c.

Also! Der Ujes.

And that he the said A. B. his, &c. shall and will before, &c. do, make and execute all and every such A& and Thing, Comveyance and Assurance in the Law, for the good and perfect conveying and affuring of all that Messuage, &c. to the said C.D. and the Heirs Male of his Body, with Remainders to the said E. F. and his Heirs for ever, as by the said C. D. his Heirs or Asfigns, or his or their Counsel Learned in the Law, shall be reasonably devised and required, so as for the doing thereof the faid A. B. his, &c. be not compelled to travel from the Place or Places of his or their Habitations or Abode, and do not enter into any further Warranty,  $\phi_c$ . And the faid A. B. and E. his Wife, do

convey Lands in for themselves, their Heirs, Executors and Consideration of Administrators, covenant, promise and aon a Purchase. gree, to and with the said C. D. That they the said A. B. and E. his Wise, for and in Consideration of the Sum of, Ge. to be paid as herein after is mentioned, shall and will at or before, &c. next ensuing the Date hereof, at the Costs and Charges in the Law of the faid C. D. make a good, perfect

and absolute Estate in Fee-Simple of the said Messuage, or whether by Fine or otherwise, as by the said C.D. or his

Counsel, shall be advised.

(Or thus,) That he the said A. B. in Consideration of the Sum of, &c. to be paid as herein after is mentioned, doth hereby covenant and agree with the faid C. D. That he the faid A. B. shall and will at the Costs and Charges of the said C. D. on or before, or next coming, by fuch Conveyances, Ways and Means in the Law as his Counsel shall reasonably advise, well and sufficiently grant, convey and assure to the faid C. D. and his Heirs, or to whom he or they shall appoint, and to such Uses as he or they shall direct, all that Messuage, &c. with Covenants to be therein contained. against all Incumbrances done or committed by him the faid A. B. &c.

And the faid C. D. for himself, his Heirs to pay the Mon and Assigns, doth covenant and grant to my on encuts and with the said A. B. his Heirs and Assigns the Consigns, That he the said C. D. shall and will his on on executing the said Conveyances. pay

unto the said A. B. his Heirs or Assigns, the said Sum of, &c. as and for the Purchase-Money for the said Messuage and Pre-

misses above mentioned.

And it is further agreed, by and between to enter in the the said Parties to these Presents, That the Premiss imfaid C. D. his Heirs and Assigns, shall and mediately so may forthwith enter into and upon the said paying interest Premisses, and receive the Profits thereof chase-Money. to his and their own Use and Uses, paying to the said A. B. Interest for the said, &c.

E e 2 after

after the rate of 5 l. per Cent. per Ann. from this Day until the said Conveyances shall be fully perfected and executed.

To levy a Fine

And the faid A. B. doth hereby also coof Londs fold. venant with the faid C. D. That he the faid A. B. and E. his Wife, shall and will on or before, &c. next coming, levy a Fine. and make fuch further Affurances of all and fingular the Premisses above mentioned unto the said C. D. his Heirs and Assigns, as shall be reasonably advised or required:

and Merica. and that the Mortgagees of the faid Estare ges to offige, shall affign their Estates and Mortgages in and upon the faid Premisses, to the faid C. D. his Heirs, Executors or Administrators, or to fuch Person or Persons as he or they shall appoint.

convey and fettle Lands on a Merriage.

And the faid A. B. for himself, his Heirs and Affigns, doth covenant and grant, to and with the faid C. D. and E. F. their Heirs and Affigns, That they the faid A. B. and E. his intended Wife, in case the said intended Marriage shall take effect, shall and will within fix Months after the fame shall be had and solemnized, by Fine and other good and fufficient Conveyances in the Law, settle and affure all such Messuages and Tenements, whereof the is feifed as aforefaid, with the Appurtenances, to the Use and Behoof of the said A. B. and his Affigns, during the Term of his natural Life; and from and after the Determination of that Estate, then to the Use and Behoof of the said C. D. and E. F. their Heirs and Affigns, during the natural Life of the said A. B. in Trust, to preserve and **fupport** 

Support the contingent Remainders hereinafter limited: And from and after the Decease of the said A.B. then to the Use and
Behoof of the said E. his now intended
Wise, for and during the Term of her natural Life, and from and after her Decease,
then to the Use and Behoof of the Heirs
of the Body of the said E. by the said A.B.
lawfully to be begotten, and for Desault of
such Issue, then to the Use and Behoof of
the said E. her Heirs and Assigns for ever,
and to and for none other Use, Intent or
Purpose whatsoever.

And the faid A. B. for himself, his Heirs And to affigue and Affigue, doth further covenant and Terms to Uses.

grant, to and with the faid C. D. and E. F. their Heirs and Assigns, That they the Said A. B. and E. his intended Wife, shall and will by like good and sufficient Conveyances in the Law, fettle and affure the faid Messuage or Tenement, with the Appurtenances, above mentioned to be situate, &c. in such manner as that the same may be held and enjoy'd, and the Rents and Profits thereof may be had received and taken by the faid A. B. and his Affigns. during so many Years of the said Term as he shall happen to live; and from and after his Decease, then by the said E. his intended Wife, and her Affigns, for and during so many Years of the faid Term as the shall happen to live, and from and after her Decease, then by such Children of the said E. by the faid A. B. lawfully to be begotten, in such manner as it may not be in the Power of the said A. B. to defeat such their Ee 2

their Issue; and for Default of such Issue. then by the Executors and Administrators of the faid E. and upon none other Trufts, and to or for none other Intent or Purpose whatfoever.

To produce fify a Title.

And the faid A. B. for himself, his Heirs, Writings to ju- Executors, Administrators and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That he the said A. B. his Heirs, Executors, Administrators and Assigns, shall and will at any time or times hereafter, upon reasonable Request to be made to him or them, by the said C. D. his Executors, Administrators or Assigns, or upon Notice in Writing to be left at the most usual place of Residence of the said A. B. his Hoirs, Executors, Administrators or Assigns, produce and shew forth in any Court or Courts, or before any Judge, or any other Person or Persons whatsoever, for the better confirming and affuring of the said Message, &c. unto the said C. D. his Executors, Administrators and Affigns, all such Deeds, Evidences and Writings concerning the faid Premisses, as the said A. B. his Heirs, Executors, Administrators and Assigns, or any of them now have, or at any time or times hereafter shall or may have in his their, or any of their Cuftody or Poffer fion, or may come by, without Suit in Law.

And lastly, That they the said A. B. and To produce C. D. their Heirs and Assigns, shall and Writings menwill from time to time, and at all times Schidule, hereafter, upon the reasonable Request, and at the Costs and Charges of the said E. F. his Heirs and Assigns, produce and shew forth the several Deeds and Writings relating to the Title of the said Premisses in the Schedule hereunto annexed, mentioned, in any Court of Record, or other Place, where he or they shall or may have Occasion for the same, for the Manisestation and Defence of his Title in and to the said Premisses hereby granted.

To these Govenants may be added by Casualties of way of Exception (Casualties of Fire, and Fire, &c. enother inevitable Accidents always excepted.) espect.

And for the true Performance of all and Penelty for every the Covenants, Articles and Agree-Hon-performments herein contained, each of them the mouth for the same. faid Parties doth bind himself, his Heirs, Executors and Administrators, unto the other Party, his Heirs, Executors and Administrators, in the Penal Sum of coo l. of. &c. firmly by these Presents.

And the faid A. B. for himself, his Heirs, To pay Mo-Executors and Administrators, doth cove-my in a Mursnant and grant to and with the faid C. D. gogs. his Executors, Administrators and Assigns, That he the faid A. B. his Heirs, Executors or Administrators shall and will well and truly pay or cause to be paid unto the said C. D. Where a Bond his Executors, Administrators or Assigns, the " given. said full Sum of, &c. in and upon the said, &c. next coming, without any Deduction or Abatement as aforefaid, according to the

true Intent and Meaning of these Presents.

To pay Money of two Payments. And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, That he the said A. B. his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators and Assigns, the said sull Sum of 12 l. 10 s. of, &c. in and upon the said, &c. next coming. And also the said surther sull Sum of 512 l. 10 s. of, &c. in and upon the said, &c. which will be in the said Year of our Lord, &c. without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents.

Several engage for one to pay Money. And each of them the said A. B. and C. D. severally and apart, and not jointly, and for his several Heirs and Assigns, doth covenant and grant to and with the said E. F. his Executors, Administrators and Assigns, That he the said A. B. his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said E. F. his Executors, Administrators or Assigns, the said full Sum of,  $\sigma_c$  in and upon the said,  $\sigma_c$  next coming, according to the true Intent and Meaning of these Presents.

To pay Money mith lawfal interest, &cc. And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors and Administrators, That he the said A. B. his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said

Assigns, the said Sum of, &c. in and upon, &c. with lawful Interest therefore, to and for his own proper Use and Benesit, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents.

And the said A. B. for himself, his Heirs, to pay Manay Executors, Administrators and Assigns, and according to for every. of them, doth covenant, pro-the Provise, mise and grant to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That he the said A. B. his Executors, Administrators or Assigns, or some or one of them; shall and will well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the said Sum of, &c. at one entire Payment, at the Time and Place before in the said Proviso or Condition mentioned for Payment thereof, without any Deduction and Abatement as aforesaid.

And the faid A. B. doth for himself, his To pay several Heirs and Assigns, covenant and grant to Sums to Sum to Sum to Sum to Sum the Sum of Sum to Sum to the Sum the Sum to the Sum to Sum the Sum to Sum the Sum to Sum the Sum the

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Intent and Meaning of these Presents. And the faid A. B. doth for himself, his Heiss and Assigns, covenant and grant to and with the faid E. F. and G. H. their Executors, Administrators and Assigns, That he the faid A. B. his Hoirs and Assigns. Shall and will well and truly pay, or cause to be paid unto the faid E. F. and G. H. their Executors, Administrators and Assens, the said Sum of 15 1. of, & in and upon the faid, c. next coming. And also the said further full Sum of 615 l. of like, &c. in and upon the said. At. which will be in the said Year of our Lord, &c. without any Deduction what soever, to be by them applied according to the faid Articles made on the Marriage of the said, &c. with E. his late Wife, deceas'd, and according to the true Intent and Meaning of these Presents.

To pay a Sums so a Man for she Use of anations Person, Sec., and nucsher Sum for the Use of himself.

And the said A. B. for himself, his Heirs and Affigns, doth covenant and grant to and with the faid C. D. and E. F. their Executors, Administrators and Assigns, That he the said A. B. his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the faid C. D. and E. F. their Executors, Administrators or Assigns, the said full Sum of, &c. in and upon, &c. to and for the fole Use and Benefit of the said G. H. and E. his Wife as aforesaid, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And the said A. B. for himself. his Heirs and Assigns, doth covenant and grant to and with the faid C. D. his Executors and Administrators. That he the said

A. B. his Heirs or Affigns, shall and will well and truly pay, or cause to be paid unto the faid C. D. his direcutors, Admini-Arzeors and Affigue, the faid Sum of, &c. go and for his own proper Use and Benefit, without any Deduction as aforefaid according to the true Intent and Meaning of these Presents.

And it is hereby further agreed and de-That Morrclared by and between the faid Parties to gage may these Presents, That it shall and may be the state lawful to and for the faid C. D. his Execu- and take on tors. Administrators or Assigns, at any time Assignment of or times hereafter, to pay off the faid E. F. it to himfilf. all Money due to him upon the faid Mort- and kends to gage, and to take an Affignment thereof to &c. himself, or to any other Person in Trust for him; and that after Payment thereof, the faid Premisses shall stand chargeable with, and liable to the Payment of, not only all such Money as the said C. D. shall pay to the said E. F. but also of all Charges to be expended thereabout, with usual Interest for the same.

And the faid C. D. for himself, his Exe- On Payment of curors, Administrators and Assigns, doth Mortgogo Mecovenant and grant to and with the faid premifer free A. B. his Executors, Administrators and from Incom-Affigns, That if the said A. B. his Execu-brances. tors, Administrators or Assigns, shall make true Payment of the said Sum of &c. atthe Day and Place herein before appointed for Payment thereof, that then he the said C. D. his Executors, Administrators and Assigns, shall and will, at the Request, Cons and Charges of the said A. B. his Exe-

Executors, Administrators and Assigns. affign over and convey all his remaining Estare and Interest in the Premisses and the faid A. B. his Executors or Administrators. or to fuch Person or Persons as the said A. B. his Executors or Administrators, shall direct or appoint, freed of and from all Incumbrances done or suffered by the faid C. D. his Executors, Administrators or Affigns.

And the faid A. B. for himself, his Exe-

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On Difficult in cutors and Administrators, doth covenant and grant to and with the faid C. D. his Exmey, Margagee ecutors, Administrators and Assigns, That to enjoy Goods, in case he the said A. B. his Executors or Administrators, shall make Default of or in Payment of the faid. Sum of, &c. or any Part thereof, contrary to the Proviso or Condition aforesaid, that then he the said C. D. his Executors, Administrators and Affigns, shall and may peaceably and quietly have, hold and enjoy the Goods and: Premisses above by these Presents bargained and fold, or mentioned or intended to be bargained and fold, and every Part and Parcel thereof, with cheir Appurtenances. to his and their own proper Use and Uses for ever, without any lawful Let, Trouble, Molestation, Hinderance or Denial of the faid A. B. his Executors or Administrators. or of any other Person or Persons whatioever.

And also that he the said C. D. his Exe-Covenant in a cutors, Administrators and Affigns, shall Marigage for and may at all times, after Default shall be pesseable Enmade in Performance of the Proviso or Lands, after Condition herein contained, peaceably and Default in. quietly enter into, "have, hold, occupy, Payment for a possess and enjoy all and singular the said Term. Messuage or Tenement, Lands and Preshiffes above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the faid Term of 700 Years hereby granted, which shall be then to come and unexpired. withour the Ler, Trouble, Hinderance, Molestation. Interruption and Denial of him the faid A. B. his Heirs and Affigns, and of all and every other Person and Perfons what foever :

And also that he the said C. D. his Exe- Two Terms. cutors, Administrators and Affigus, shall and may at all times; after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said two feveral Messuages or Tenements, Lands, Hereditaments and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the faid several Terms of 60 Years and 500 Years hereby demised and granted, which shall be then to come and unexpired, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the faid A. B. his Heirs and

Affigue, and of all and every other Person and Persons whatsoever.

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And also that the said C. D. his Execu-Expirement free ors, Administrators and Assigns, shall and may from time to time, and at all times, after Default shall be made in Performance of the Proviso or Gondition aforesaid, for and during all the Rest and Residue of the faid Term of 1000 Years hereby granted, which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the faid Premisses above mentioned. and every Part and Parcel thereof, with the Appurenances, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the faid A. B. his Heirs and Affigns, and of all and every other Person and Persons whatsoever. And that freed and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leafes, Mortgages, Jointures, Dowers, Ules, Wills, Fees, Fines, Post Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, tings Obligatory, Statute Merchant the Staple, Recognizances, Extens, Judgmente, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatfoever.

For peaceable from all former Grants and Incumbrances, except a Prior Murtgage.

And also that he the said G. D. his Exe-Enjoyment free cutors, Administrators and Assigns, shall and may from time to time, and at all times, after Default shall be made in Performance of the Proviso or Condition herein contained, during the Remainder of • the

the faid Term, which shall be then to come, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Manor and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption or Denial of him the said A. B. his Heits or Assigns, or of any other Person or Persons wharfoever. claiming, or to claim by, from, or under him, them, or any of them, or the said, or. or either of them (except as is herein after excepted.) And that freed and difcharged, or otherwise, from time to time, well and fufficiently faved and kept harmless of and from all former and other Bargains, Sales, Gifts, Grants, Leafes, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Scizures, Bonds, Annuities, Writings Obligatory, Statutes-Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatfoever, had, made, committed, done or fuffered, or to be had, made, committed, done or fuffered by him the said A. B. &c. or either of them, or by any other Person or Persons whatfoever, claiming or to claim by, from or under them, or any or either of them, (except a certain Mortgage made of the

faid Manor and Premisses by the said A. B. to, Or. for the Term of, &c. by Indén-

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ture, dated, &c. for securing 500 L and Interest.)

And also that he the said C. D. his Heirs

For peaceable

Enjoyment of and Affigues, shall and may from time to ter Default in time, and at all times, after Default shall be made in Performance of the Proviso: or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premisses above mentioned, with the Appurtenances, without the Let, Suit, Trouble, Hinderance, Molestation, Imercupcion and Denial of him the faid A. B. his Heirs and Affligns, and of all and every other Person and Persons whatsoever.

After Default, to peaceably enjey an Aumuity, &c.

And also that he the said C. D. his Executors, Administrators and Assigns, shall and may from time to time; and at all times. after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly have, hold. receive and enjoy the faid Annuity or yearly Rent above mentioned, and every Part thereof, for and during all the Rest and Residue of the said Term of, &c. above mentioned, which shall be then to come and unexpired, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the said A. B. his Heirs, Executors or Administrators, or of any other Person or Persons, claiming or to claim by, from or under him, them or any of them.

And the faid A. B. for himself, his Heirs, After Default; Executors and Administrators, doth cove- to enjoy dunus ment and grant to and with the faid C. Di Orders, &c. his Executors, Administrators and Assigns, and Direction That from and after Default shall be a Trusties to made of or in Payment of the faid Sum of Pay them. &c. to the faid C. D. his Executors, Administrators or Assigns, or any Part thereof. that there it shall and may be lawful to and for the faid C.D. his Executors, Administrators and Assigns, and every of them, to have, hold, receive and enjoy the faid feveral Annuities. And the faid M. B. doth for himself, his Heits, Executors and Administrators, direct and appoint the faid E. P. his Heirs, Executors, Administrators: and Affigns, and every of them, from time to time, to pay to the Idid C.D. his Executors, Administrators and Affigne, the faid. yearly Annuities, and all Profits and Advantages whatfoever, by Reason or Means of the faid feveral Talleysur Orders, or eit. ther of them.

And the said A. B. for himself, his Exe-after Default, currors and Administrators, doth covenant, to peaceably promise and grant to and with the said supplements of the said supplements. Assigns, That he the said C. D. shall and dizer, sec. lawfully may from time to time, and at all times, from and after Default shall be made in Performance of the Proviso or Condition herein before contained, peaceably and quietly have, hold, use, occupy, possess and enjoy and receive and take to his and their own Use and Benefit, all and singular the said Goods, Chattels and Premisses.

hereby bargained and fold, and every Part thereof, with the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption or Denial of the faid A. B. his Executors, Administrators or Affigns, or of or by any other Person or Perfons whatfoever.

On Receipt of Money to redeliver Goods mortgaged.

And the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his Executors, Admittistrators and Assigns, That he the said C. D. his Executors, Administrators and Assigns, shall and will immediately upon the Receipt of the said Sum of, &c. at the Days and Times above mencioned, at the Request of the faid A. B. deliver or cause to be deliver'd unco the faid A. B. his Executors, Administrators or Affigns, all and singular the Premisses above mentioned (which are now received by the faid C. D. of the faid A. B.) in as good Cale and Condition as the same and every of them now are at this present time.

On Payment of ment, &cc. W be word, and then give a Wairant to asknowledge Satisfattion.

And the faid C. D. and E. F. for them-Moneyi, Judg-, felves, their Executors, Administrators and Assigns, do covenant, promise and grant to and wich the faid A. B. his Executors, Administrators and Affigns, in manner folowing (that is to say) That if the said A. B. his Heirs, Executors, Administrators or Affigns, do and shall well and truly pay. or cause to be paid, unto the said C.D. and E. F. their Executors, Administrators or Asfigns, the faid Sum of, c.c. on the Days and Times in the faid Proviso above mentione

tioned, limited and appointed for the Payment thereof, according to the true Intent and Meaning of the same Proviso, and of these Presents, that then the said recited Obligation, and the said last recited Judgment for, &c. shall be void and of none Effect. And that then the said C. D. and E. F. their Executors and Administrators. shall, upon Request, and at the proper Cofts and Charges of the said A. B. his Heirs, Executors and Administrators, give a sufficient Warrant to acknowledge Satisfaction upon Record of the faid Judgment entred into by the faid A. B. to, &c. as aforesaid; and in the mean time they the faid C. D. and E. F. their Executors and Administrators, or either or any of them, shall not fue forth or prosecute any manner of Writ or Writs, Action or Actions, Profecution or Process upon the said recited Obligation, and Judgment, or either of them, against the said A. B. or the said, Oc. their or eather of their Heirs, Executors or Administrators, nor against their or any or either of their Lands, Tenements, Goods or Chattels, nor against any other Person or Persons whatsoever touching the same.

And the said A. B. doth by these Pre To sue a Judglents, make, ordain, constitute and ap-mont to Exepoint the said C. D. to be his true and law- on Satisfactiful Attorney, for him and in his Name, to on made to acfue and profecute the faid Judgment to Ex-knowledge the ecution, and the Said Bond or Obligation Same upon Reto Judgment and Execution, or otherwise. 60rd, &c. against the several Persons in them respe-

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ctively contained; and upon Satisfaction given, or any other End, Composition or Agreement made concerning the Premisses to acknowledge Satisfaction upon Record of the faid Judgment, and to release and discharge the said recited Obligation, and to make and do all and every other A& and Acts, Thing and Things whatfoever, as shall by him be found requisite and needful to be done in and about the Premisses: ratifying, confirming and allowing all and whatsoever his said Attorney shall so lawfully do, or cause to be done, in the Premisses by Virtue of these Presents.

Mortgage.

And further, That he the faid A. B. his one on a Judg. Executors and Administrators, shall and ment, and en- will from time to time, and at all times in Mon y and hereafter, at the Costs and Charges of him Lands, &c. by the faid C. D. maintain, justifie, allow and Virtue thereof, confirm all such lawful Actions, Suits, Process, Extents, Executions and Proceedings whatfoever, as shall be brought, sued forth or profecuted against the said, &c. his Executors, Administrators and Alligns, upon or by reason of the said recited Judgment, or against his or their Lands or Tenements, Goods or Chartels; and that the faid C. D. his Executors and Administrators, shall and may peaceably and quietly have, hold and enjoy to his and their own Use and Uses all fuch Benefit, Sum and Sums of Money, Lands, Tenements, Goods and Chattels, as by Virtue of the faid recited Judgment, or any Proceedings thereupon, shall be recovered, obtained or gotten, without the Let, Suit.

Suit, Trouble, or Interruption of him the said A. B. his Executors or Administrators.

- And the said A. B. for himself, his Heirs To levy a Fine and Assigns, doth covenant and grant, to to corroborace a and with the faid C. D. his Heirs and Af Marigage Acc. figns, That he the faid A. B. and E. his for a Term. Wife, shall and will on this fide, and before the end of this present Michaelmas Term, before the King's Majesty's Justices of the Court of Common Pleas at Westminster, acknowledge and levy in due form of Law. unto, &c. and his Heirs, One Fine Jur Conuzance de Dioit come ceo, &c. with Proclamations to be thereupon had according to the form of the Statute in that case made and provided, of all and singular the said Premisses above mentioned, with the Ap-Burtenances (amongst other things) by fuch Name and Names, Quantities, Qualities and Numbers of Messuages, Acres and Things, as by the faid C. D. or his Counsel learned in the Law, shall be reafonably devised or advised and required. Which said Fine so to be had and levied in manner aforesaid, and all and every other Fine and Fines already had; or at any time! hereafter to be had, levied, fued or profecuted, of the faid Premisses, or any part thereof, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, in the first Place, for the strengthening, corroborating and confirming of the faid Term of 1000 Years above mentioned to be granted to the faid C. D. subject nevertheless to the Proviso or Condition herein contained, and from and after the

the Expiration or other fooner Determination of the said Term, then to the only proper Use and Behoof of the said A. B. his

Heirs and Alligns for ever.

And each of them the said A. B. and Coverage to levy a Rim to M. B. for him and herself, and his and her ftrengthen a Heirs and Assigns, doth covenant and grane Mortgage in to and with the said C. D. and E. F. their Pee, and to be Subject to the Heirs and Assigns, and the said E. Wife of Provile. &c.

the said A. B. doth hereby consent and agree, that they the said A. B. and E. his Wife, and M. B. shall and will before the end of Michaelmas Term next coming, in due form of Law, acknowledge and levy before the King's Majesty's Justices of the Court of Common Pleas at Wastminster, One Fine sur Conuxance de Droit come ceo. &c. with Proclamations to be thereupon had according to the Form of the Statute in that case made and provided, of all and fingular the said Capital Messuage and Premisses above mentioned, with the Appurtenances, by fuch Name and Names, Quanticies, Qualities and number of Messuages, Acres and Things, as by the faid C. D. and E. F. or their or either of their Counsel learned in the Law, shall be reasonably devised or advised and required. Which said Fine so to be had and levied in manner aforesaid, and all and every other Fine and Fines. Recovery and Recoveries, Conveyance and Conveyances already had, made and executed, or at any time hereafter to be had, levied, fued or profecuted, of the faid Premisses, or any part thereof, shall be and enure, and shall be adjudged, esteemed  $\mathbf{s}^{t_1}$ and

## The Conveyances & Guive, &c.

and taken to be and enure to the faid C. D. and E. F. their Heirs and Affigns, to and for the only proper Use and Behoof of them the faid C. D. and E. F. their Heirs and Affigns for ever, fubject nevertheless to the Proviso or Condition herein contained.

And the said A. B. for himself, his Heirs to levy a Fina and Affigns, doth further covenant and fur Conceffit, grant to and with the faid C. D. his Exe- ac. ma Maricutors, Administrators and Affigns, and the faid E. Wife of the faid A. B. doth hereby agree that they the said A. B. and E. his Wife, shall and will before the end of Michaelmas Term next coming, at the Costs of him the said A. B. in due form of Law, acknowledge and levy to the said C. D. one Fine sur Concessit, &c. of the said Premisses, with the Appurtenances. Fine to to be acknowledged, is hereby declared shall be and enure to the only proper Use and Behoof of the said C. D. his Executors, Administrators and Assigns during the Term hereby granted, subject to the Proviso or Condition aforefaid.

And further, that he the faid A. B. and Covenant to his Heirs, and all and every other Person make future and Persons, and his and their Heirs, any Morigage for a thing having or claiming in the faid Messu-Term, on Deage or Tenement and Premisses above men-fault in Page tioned, or any part thereof, shall and will ment of the at any time or times, after default shall be Mortgage-Momade in Performance of the Proviso or many. Condition herein contained, make, do and execute, or cause or procure to be made, done and executed, all and every such fur-

surther and other lawful and reasonable Grants, Acts sand Affurances in the Law whatfoever, for the further, better more perfect granting and alluring of all and lingular the faid Premisses above mentioned, with the Appurtenances unto the faid C. D. to hold to him, his Executors, Administrators, and Assigns, for and during all the rest and residue of the said Term of 500 Years above granted, which shall be then to come and unexpired, as by the said C. D. his Executors, Administrators or Affigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

Affigument of # Term.

And further, That he the faid A. B. his want of the like Executors and Administrators, and all and Nature, in an eyery other Person and Persons, and his and their Executors and Administrators, any thing having or claiming in the said Messuage, Tenement and Premisses above mentioned to be hereby affigued, or any part thereof, shall and will ar any time or times after Default shall be made in Performance of the Proviso or Condition aforesaid, make, do and execute, or cause or procure to be made, done and executed all and every fuch further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and affu-ting of all and fingular the faid Premisses above mentioned, with the Appurtenances, unto the faid C. D. to hold to him his Exegutors, Administrators and Affigns, for and during all the rest and residue of the said Гегіп

Term of 1000. Years above recited, which shall be then torcome and unexpired, ablolurely freed and discharged of and from the Provisoor Condition algresaid, and of and from all. Benefit and Equity of Redemption of the faid Premisses, by virtue or colour shereof, or otherwise howsoever, as by the Taid C, D. his Executors, Administrators or Assigns, or his or their Counsel Jearned in the Law, shall be reasonably devised or adviled and required.

And further, That he the said A. B. and A Covenant in his Heirs, and all and every other Person & Mortgage of and Persons, and his, and their Hoirs, any Lands for two thing having or claiming in the faid Pre-future Afumisses above mentioned, or any part there-rance, freed of, shall and will at any time or times after from the Pro-Default shall be made, in Performance of vise and all' the Proviso or Condition herein contained, Equity of Remake, do and execute or cause or produce, &c. make, do and execute, or cause or procure to be made done and executed, all and every fuch further and other lawful and reasonable Grants, Acts and Assurances in the Law whatfoever, for the further, better and more perfect granting and affuring of all and singular the said Premisses above mentioned, with the Appurtenances, unto the faid C. D. To hold to him the laid C. D. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Terms of 60 Years, and 500 Years hereby granted, which shall be then to come and unexpired; absolutely freed and discharged of and from the Provilo or Condition aforesaid, and of and from all Benefic and Equity of Redemption of 

of the faid Premisses, by virtue or colour thereof, or otherwise howsoever, as by the said C. D. his Executors, Administrators or Affigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

To make future
Affurance on
Default of Payment in aldersgage in Fee,

And further, That he the faid A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the faid Premisses above mentioned, or any part thereof, shall and will at any time or times after Default shall be made in Performance of the faid Proviso or Condition herein contained, make, do and execute, or cause or procure to be made done and executed. all and every fuch further and other lawful and reasonable Grants, Acts and Assurances in the Law whatfoever, for the further, better and more perfect granting and affuring of all and fingular the faid Premisses above menrioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns. Mortgage of a Freehold Lease for three Lives, say, For and during the Estate, Term and Interest therein, which shall be then to come and unexpired, discharged of and from the Proviso, &c. 1 To the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, absolutely freed and discharged of and from the Proviso or Condition herein contained, and of and from all Equity of Redemption, by virtue or colour thereof, according to the true intent and meaning of these Presents, as by the

the faid C. D. his Heirs or Assigns, or his or their Couplel learned in the Law. shall be reasonably devised or advised and re-

guired

And laftly, it is covenanted, granted, Peaceably to concluded and agreed upon, by and be-mjoy until Deewegn the faid Parties to these Presents, fault in Perand the true meaning hereof also is, and provise. it is hereby so declared, that until Default in Performance of the Proviso or Condition herein contained, he the said A. B. his Heirs and Affigns, shall and may hold and enjoy all and fingular the faid Premisses above mentioned, and receive and take the Repts, Issues and Profits thereof, to his and their own proper Use and Benefit. any thing herein contained to the conerary thereof, in any wife notwithflanding.

And lastly, it is hereby declared and a- Author Covegreed, by and between the faid Parties to now of the like these Presents. That the said A. B. his Nature. Heirs and Affigns, shall and may hold and enjoy the faid Premisses in and by the faid recited Indentures mentioned to be granted, same, until breach of the Proviso or Covenant above mentioned, without the Let." Trouble, Hinderance or Interruption of or by the faid C. D. his Executors of Administrators, and without any accompt to be given him or them for the fame.

And lastly, it is agreed and declared, by To enjoy Land, and between the faid Parties to these Pre-until Default fenus. That until Default shall be made of in paying Anor in Payment of the faid Annuity or year- misses.

Jy

ly Sum of the contrary to the Proviso or Condition aforelaid, he she faid A. B. his Executors and Administrators, shall and lawfully may have, hold and enjoy all and fingular the faid Premisses above mentioned, and beceive and take the Rents and Profits thereof, to his and their own Use and Uses. withour any the lawful Ler, Suit, Trouble or Interception, of or by the laid C.D. his Executors Administrators or Assgns.

To enjoy Goods And the faild C. Do for himself, his Exetill breach of the Provise.

cutors and Administrators, doth covenant and grant, to and with the faid A. B. his Executors and Administrators by these Presents, That 'till Breach or Non-performance shall be made of the Proviso or Condition aforesaid, herther said A. B. his Executors and Administrators, shall or lawfully may have, hold, use and enjoy all and ...... fingulaiche Luid Goods and Premiffes above mentioned, he or they not abuling or mifwithout or anylof, them, without any Let or Interruption of for by him the faid C. D. his Executors, Administrators or Affigns: To leafe Lands. And it is hereby declared, concluded

Merizaged un and agreed, by and botween the faid Parsil Default in ties to: these Presents, That it shall and Payment, &c. may be lawful to and for the faid A, B. and his Heirs; from time to time, and at all times hereafter, until Default shall be made of or in Payment of the faid Sum of, Oc. at the Day and Place before limited and appointed for Payment' of the fame, to make any. Leafe, Demise or Grant, of all or anyo the faid Messinges, Lands, Hereditaments į

ditaments and Premisses above mentioned, for any Term or Number of Years not exceeding, &c. so as such Demise, Lease or Grant so to be made, be made bona side, and there be reserved upon the same, the best and most improved yearly Rent that such Messuages and Tenements so to be leased, will yield and can be let for, and so as such yearly Rents so to be reserved, be made payable unto the Person and Persons that shall be seised of the Reversion of the said Premisses so leased, immediately expectant upon; the same Leases so to be made.

And the faid & B. for himself, his Heirs, Covenant that Executors and Administrators; doth cove- a Mortgager nant and grant, to and with the faid C. D. shall appoint his Heirs, Executors, Administrators and Truftees to af-Affigns, That he thousaid Ac Be shall and fign a Term to will upon the request of the laid C. D. his gage in Fee. Oc. direct and appoint E. F.; of the his Executors and Administrators, to assign and convey, and that he the Rid E.F. his Executors and Administrators, shall and will affign and convey all the rest and refidue of a Term of 500 Years to come and unexpired, formerly assigned to the said E. E. by, &c. Upon Trust to attend the Fee of the Premisses above mentioned unto fuch Person or Persons as he the said C. D. his Heirs, Executors or Administrators, shall nominate and appoint, in Trust nevertheless, that the said Term and Estate so to be affigned, shall attend and wait upon the Freehold and Inheritance of the said Premisses, and the Conveyance: thereof. : ::

hereby made and be kept on foor, to prevent extinguishing the same, and to keep off and protect the said Messuage and Premisses from messe Incumbrances.

That wortgaged further Sum.

And I the faid A. B. for the Security and Premises shall fare Payment to be made of the said Sum of, ore. to be lent by the faid C. D. as aforefaid, and all accruing Interest shall hereafter become due for the do hereby for me, my Heirs, Execurors, Administrators and Assigns, covenant, grant and agree, to and with the faid C. D. his Executors, Administrators and That the Messuage, Tenement, Lands and Premisses, with the Appurtenances within mentioned, that from time to time, and at all times hereafter, remain, continue and be subject and liable to not only the Proviso within mentioned, and for the Security and fure Payment of the faid Sum of, Ga, and all accruing Interest thereof, but also to and for the Security and fure Payment of the faid Sum of &c. above mentioned to be now advanced and lent as aforefaid, and all Interest therefore, according to the true intent and meaning hereof. And also that he the said A. B. his Exe-

To insure Houses from Fire.

mortgaged,&c. cutods or Administrators, shall and will within the frace of one Month next enfuing the Date of these Presents, at his and their own proper Costs and Charges, cause the faid Messuage or Tenement and Premisses to be insured at one of the usual Offices of Infuring Houses from Fire, in fuch manner as the full Sum of 200 k shall be fecured to be paid, in cale, and as often as the

the said Messuage or Tenement shall be buent or demolished by Fire, and the same shall and will renew and continue insured. in manner as aforefaid, from time to time. during the faid Term, as often as the Policy or Policies of Insurance for the same.

shall determine and expire.

And the said A. B. for himself, his Hoirs To rebuild Executors, Administrators and Assigns, doth Houses marigacovenant and grant to and with the faid god, if burnt C. D. his Executors, Administrators and or demelified by Affigns, that if by accident of Fire or otherwife, the faid Messuage or Tenement shall, during the faid Term, (or before the faid Sum of, &c. shall be paid and satisfied to the faid C. D. Cc.) happen to be ruined, demolished or impaired, that he the said A. B. his Heirs, Executors or Administrators, or some of them, shall and will with all convenient speed, cause the same to be well and fubitantially new erected and built, and put in as good. Condition as the same Messuage, &c. was before such accident or casualty happening.

And it is agreed and declared by and That Lands between the faid Parties to these Presents, shall be subjett That the said Premisses shall be redeemed to Redemption, and redeemable by the faid A. B. his Hoirs on paying a and Assigns, on Payment to the said C. D. by Defeasance of fuch Sum and Sums of Money as shall be agreed, expressed and declared, in and by one Indenture intended to bear Dare the Day next after the Day of the Date hersof, and to be made between the faid

C.D. of the one part, and the faid A.B. of the other particles of viscous and the ::r::

Another Cove-Nature.

And it is agreed and declared, by and nant of the like between the faid Parties to these Present, and the true meaning hereof, also is, That this present Indenture, and the Lands hereby affigned, shall be liable and fabica to be redeemed by the fuid A. Bl on his Payment to the faid C. D. of fuch Sum and Sums of Money at fuch Day's and Times, and in fuch Manner as shall be agreed and declared in and by one Indenture tespartite, intended to bear Date. &c. and to be made between the faid G. D. of the first Part: the faid E. F. of the lecond Part; and the faid A. B. of the chird Parks Trans Control it it is

Money to recenevry, &c. and veyance to ftand seised, &c.

Covenant in a. Witheffeth, &c. that the faid C. D. doth Defeazance on hereby for himfelf, his Heirs, Executors Payment of the and Administrators; covenant, grant and agree; to and with the faid A. B. his Heirs sill fuch Recon. and Affiguis, and the true intent and meaning of the faid Indenture, and of thefe Presents, and of the Parties to the same. was and is hereby declared to be, that if the said A. B. his Heirs, Executors or Administrators shall well and truly pay, or cause to be paid unto the said C. D. his Heirs, Executors, Administrators, or Asfigns, the full Sum of,  $\phi_{c}$  in and upon, Oc. without any Defaication or Abatement out of the same for Taxes, Charges, Affessments or any other Matter, Cause or Thing whatsoever, that then and from shenceforth the faid C. D. his Heirs, and Assigns, shall and will at the Request, Costs and Charges of the faid A. B. his Heirs or Assigns, reconvey or otherwise gransfer all and

# Che Cofinephienen Galle, &c.

and fingular the faid Premisses above mentiohed, and every Part and Parcel thereof, with the Appurtenances, unto the faid A. B. and his Heirs, or to furth other Per-Ion or Persons as he the faid A. B. shallappoint, discharged of and from all Incumbrances by him or them done or fuffered and that in the mean times from and after the full Payment and Discharge of the faid Sum of Or as aforefaid, and intil fuch Recon-Veyance be made to the fail A.B. the faid C. D. and his Heirs, and all Persons standing: .. and being feifed of the Premiles, by, from or under him or them, hall be feized thereof. and of every Part and Parcel thereof, in Trust to and for the fold Use. Benefit and Behoof dPthe faid A. B. his Heirs and Affigns, and to and for no other Use, Intent or Purpose whatfoever.

And laffly, it is hereby declared and covening to agreed, by and between the faid C. D. and preven Survi-E. F. and they do mutually covenant and wiffing in a agree, each with the other, by these Pre-tome Perfini. fents, that no Benefit shall be had or taken by Survivorship of either of them the said L. D. and E. F. but that the Survivor of them, his Executors or Addiffulliators shall stand possessed of the said Messuage, Tenement, Lands and Premisses above mentioned, as concerning one Moiery or half part thereof, in Truft for the Executors or Administrators of such of them as shall first happen to die; and that all Money payable by the faid Provido before in these Prefents confained, and all Benefit and Profit to be made thereby. Mall be equally: Gg divided

divided between the faid C.D. and E.R. and the Executors, Administrators and Affigne of each of them, faverally and respectively, and between the Survivor of them the laid, C. D. and In Fig. and the Executors on Administrators, of either of them first duing, without any regard to be had or taken to any Survivorship ...

That a Term is And the faid of B. for himself, his Exefulfilling, Right cutors, Administrators and Affigue, doch proceedly to me covenage and grant, to and with the faid joy, in an al. C. D. his Exposupors, Administrators and Assens, by these Presents, That the faid Term of son Ysam hereby alligned, is ftill, in being, and sublifting and mos surrendred. discharged (or) otherwise avoided, that be the faid A. B. at the sime of feeling. and delivery hoseof, hath good Right, full Power, and lawful Authority, to grant, and affigurable faid Premilles above mencioned and ereby Part and Parcel thereof. wick the Appurcenances, in manner and form aforefaid; according to the true Intentand Mouning of these Presents, And allo. That he the fair C. D. his Executors, Administrators and Assigns, shall and may from time so rime, and at all times for and during all theirest and residue of the said Term of 500 Years above recited, which is wet to come, and unexpired peaceably: and quietly enteninto, have, hold, occupy. possels and enjoy all and singular the said Melleage and Premisses above mentioned and every Hare and Paccel: chereof, with the Apply regardess, without the Let, Troug ble; Hinderance; Molestation, Interruption end

ased Denial of him the faid A. B. his Exert cutors, Administrators and Assigns, and of all and every other Person and Persons:

whatfoeveryouth they A. e. i life doeseld . And further, That he the faid A.B. his To make Juture Executors and Administrators, and alliand an Assument every other Person and Persons, any thing of a Term. having or claiming in the faid Premiffes above mentioned; or any! Part thereof, flail and will at any time on times hereaftery upon the reasonable Request of the said C. D. his Executors, Administrators or: Asfigns, make, do and exchine or cause of procure to be inade, idone and refecuted? att and every luch further and other lawfol and reasonable Grants, Adrs and Assurances the Law whatfoever, fur the further, bester and move perfect granings affiguing and affuring of all and fingular the faid Premifies above inclusioned provide the App puitenance I unco the faith rum Ahistenan cutors, Administrators and Affigue, for and during alls the self-and reliduous the list Term of 400 Years above recired, miliotois yer to come and interpired A as by the faith C.D. his Executors, Administrature vor wall figns, or hisporpheir Counfelpleamedbins the Law, shall be reasonably perisonal,

mentioned, with the Auberiuper bas belir - And alfo; That he the find C. D. his Exes the peaceoble dutors, Administrators and Affigue, shall Enforment in and may from time so times and at all Affigument of a dimes thering all the dollywelldue and rec Chattel-Leafe. mainder of the said Bonnstof by Years above recised, which his yet to come and unexpired peacently oath police tiye contest buning

Gg 2

into

into, have, hold, occupy, possess and enjoy all and fingular the faid Primises above mentioned, and every Part, and thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestacion, Interruption or Denial of him the faid A. B. his Executors, Administrators or Affight, or of any other Person or Person what locker, lawfully claiming by, from or under him, them or any or either of them.

and to make future Assu-

And further, that he the faid A. B. his Executors and Administrators, and all and every other Person and Persons, any thing having or claiming in the faid Meffuage and Premisses above mentioned, or any Part thereof, by, from or under him, shall and will as any time or times hereafter. upon the reasonable Request, and at the Costs and Charges of the faid G.D. his Excontors, Administrators or Asserts make. do and execute, on canteron produce to be made, done and executed, all and every fuch further and other lawful and reasonable Grantic: Acts: and Affurances in the New whatfoever, for the further, better and more perfest granting and affiguing of all and fingular the faid Promissos above mentioned, with the Appartenances, unto man at the faid C. D. his Executors, Administrators and Affigns, for and during all the reft and residue of the faid Termosf 99 Years above recited, which is yet to come and unexpired (determinable as aforefaid.) as by the faid C. D. his Executors Adminifirmors or Affigus, or his or their Counsel <u>د</u> . . . learned 7 ()

Learned in the Law, shall be reasonably devifed or advised and required.

And the flid M. B. for himself, his Exe. That a Man cutors and Administrators, doth covenant All to incum. and grant, to and with the faid C. D. his ber Lands. Executors, Administrators and Affigus, That the the faid A B. hath not done or commitzed any Act, Matter or Thing whatfoever, whereby or wherewith the faid Premisses, hereby alligned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howfo-

ever.

And each of them the faid A. B. C. D. The like Conqand E. F. for himself severally and apart, were Person. and not jointly, and for his feveral Exccutors and Administrators, doth severally and apair, and not jointly, covenant and grant, to and with the faid G. H. his Executors, Administrators and Assigns, That they the faid A. B. C. D. and E. F. or any or either of them, have not nor hath done or committed any Act, Matter or Thing whatloever, whereby or wherewith the faid Premisses hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howfoever.

And the Taid A. B. for himself, his Heirs, That a Perfect hath Executors and Administrators doth cover to income nant and grant to and with the faid C. D: bered. his Executors, Administrators and Assigns: (or his Heirs and Affigns,) that he the faid A. B. or the faid T. B. deceas'd, or either of them, have not nor hath done or committed any Act, Matter of Thing whatfor

Gg 3

ever, whereby or wherewith the faid Premisses above mentioned, or any part chereof, are, is shall or may be charged or incumbered in Title, Estate or otherwise howfoever. " int said that the on

Apuity.

That bath me . And the said A. B. for himself, his Exeincumbered an cutors and Administrators, doth covenant and grant or and with the faid C. D. his Heirs and Assigns. That he the said A. B. hath nor at any time before the Execution of these Presents, assigned, made over, or any ways incumbered the faid Annuity hereby released, or any part thereof.

Enjoyment of Guás.

And the stid A. B for himself, his Heirs, Executors and Administrators, doth covenant and grant, to and with the faid C. D. Party to these Presents, his Executors and Administrators. That he the said C. D. his Executors and Administrators, shall and lawfully may beaceably and quietly have, hold, receive and enjoy to bit own proper Wife and Behoof, all and fingular the Goods and Premisses above mentioned, and every bli them, and every part thereof, with the Appurtenances, without any Let, Intersuprion and Denial of him the faid A. B. or of any other Person, or Persons whatsoever, by, from or under him.

eumbr unces.

. And the faid A.B. and C.D. feverally and aparts and not jointly, and for their Perfers, several Heirs, Executors, Administrators and Affigus, do feverally and apart, and not jointly, covenant and grant to and with the faid E. F. his Heirs and Affigns, That he the faid E. F. his Heirs and Adigns. shall hand may from henceforth for ever here-

hereafter, peaceably and quietly have; hold, occupy, possess and enjoy the said Messuage, dr. above mentioned, free, clear and discharged of and from all other Eflates; Rights, Titles, Charges and Incumbrances what loever, had, made or willingly luffered, or hereafter to be had, &c. of or by the faid A. B. and C.D. or either of them, their or eigher of their Heiss or Affigns; and that without any the Let. Suit, Trouble, Winderance, Insurruption or Denial of them the faid A.B. and C. D. or either of them, their or sither of their Heirs or Affigns, for of anybother Perfon or Perfons lawfully schrining, suby, from or under them low any of them a har have \_1. And all the faid Parties to shele Profents 20 make fur-

40 for themselves severally and apart, and the Afternee not jointly, and for their leveral Heiri, chr. of Land parts feverally and spart, and not jointly, cove-inided. pant and grant to and with each others That if either of the said Parties thall withe in the space of seven Years, request further Affurance to be made of his or their Paral and Allotment, of and in the Premises aforelaid, that then the rest of the said Parties shall and will, at the Costs and Charges in the Law of fuch Party to gequesting, make, do and execute, or cause or procure to be made, done and executed. all and every such further and other lawfuls " \* and reasonable A& and Acts, Thing and Things, Devile and Deviles, Affurance! and Afforences in the Law whatfoever for the further, better, and more perfect: affuring of the faid Allotment and Portions G g A

of fuch Party is requesting the fame, as shall by such Party or Parties; or his of their Counsel learned in Law, be reasonably deviced or advised.

That Lands a Men and bis Heirs free from Incumbrances.

And the faid A. B. for himself, his Heirs fool remain to Executors and Administrators, doth cover nane and grand, to and with the faid C. B. his Heirs and Affigns, That the faid Capital Mellilage and Premises above mentioned, and every Barr thereof, hall from henceforthifge even hereafter, remain, conrique and because the faid C. D. his Horrs. and Affigued free and clear, and freely and clearly admined and discharged, or otherwiferby himy die faid A. B. his Meirs. cutors or Administrators:: well: and fufficiently fived and kept halmsels and indemnified tof and from all former and other Bargaine, Sales, Gias, Grants, Mortgages, Leales, Estuius, Statuces, Judgments, Executions, and of and from all other Chargest and Incumbrances whatfoever, had, made, committed, done or suffered, or to be had. Oc. by the fald A. B. his Heirs, Executors or Administrators, or any Person or Persons whatsoever, lawfully claiming or to claim, by from or under him, them; or any or either of them. And the faid A. B. for himself; his Heirs

Covenant in a Release that the Relessor is lawful. Owner of the Lands."

and Affigns, dorn covenant and grant to and with the faid C. D. his Heirs and Affigns, That he the faid A./B. now is true lawful and rightful Owner of all and in gular the find Mossuage and Premisses above mentioned, and of every Pare and Parcel thereof, with the Appurtenancer. 131312

And each of them the faid A. B. And From Jeveral D. D. for him and therself severally and Perfor with separt, and not jointly; and for his and her General Heirs and Alligus, doth leverally and apart, and not jointly, covenant and grant no and with the faid E. F. his Heirs and Affigns, That theyothe faid M.B. C. D. and T. B. are, or forme or one of them now is, the grue, rightful and lawful Owners or Owner of all and fingular the faid Mefluages, Lands, Tenements, Hereditaments and Premisses above mentioned to be hereby granted and released, and of every Part and Parcel thereof, with the Appurtenances, ( except as is herein after excepted.)

And also that he she said A. B. now is the he is lawfully and rightfully feizod in his own rightfulb fel Right, of a good, fire, perfect, absolute sed in Fee-Simand indefelble Estare of Inheritance in Fee-ple, &c. Simple: of and in all and fingular the faid Bremiffes above mentioned, with the Appurpenances, without any manner of Conditinh, Morigage, Limitation of Ule and Uses, or other Matter, Caple or Thing, to alter, change, charge or determine the fame.

And also, that they the said A. B. C. D. From Several, and A. F. are, or forme or one of them now &c. is, lawfully seized of and in the said Premisses above mentioned, with the Appurtenances, of a good, fore; perfect, abidiute and indefesible Estate of Inheritance in Fee-Simple, without any manner of Condition. Moregage, Limitation of Use or Uses, or any other Matter, Cause or Thing whatsoever, whereby to aker, change, charge or desermine the same (except as is hereinafter excepted.)

&c. in a Dewife of a Tirm.

on it. And also that he the said A. B. at the lowful Owner, time of Sealing and Delivering of these Presents, is the true and lawful Owner of the fild Melliage or Tenement, Lands and Premisses above mentioned, with the Appurtenances and than he hath in himself good Right, true Title; full: Power and lawful and absolute: Authority to demile and mant the faid Messuage or Tenement and Premisses! unto the relaid ... C. D. his Executors, Administrators and Affigns, for and during the faid Term of 99 Years. determinable; as aforefaid, in Manner and Form aforefaid. t marile that And also that he the said A. B. now

Righe to grant

and egroget hath good Right, full Power and lawful The glidge Authority in his own Right to grant, berand singular the line line decimal fingular the faid Premisses above mentioned, with the Appurtenances, unto the faid C. D. his Heirs and Assigns, to the only proper Use and Behoof of the faid C. D. his Heir and Assigns for ever, according to the true Intent and Meaning of these Presents.

Right togrant, ing any AS, &c.

And the said A. B. for himself, his Heirs not with find and Affigue, Ldoth covenant and grant to and with the faid C. D. his Heirs and Asfigns. That if for and notwithstanding any. Acts Marcer for Thing by him the faid A. B. done or committed to the contrary): he the feid A. B. hath good Right, full Power and lawful Authority in his lown Right to grant, bargain, fell and convey the laid Mossuage or Tenement and Premisses above mentioned, with the Appurcallege i ai ap our la " mui se teannes! K Long Gradient  $\operatorname{Lit} I_n$ 

tenances, unto the faid G. D. his: Heirs and Assigns, to the only proper Use and Behoof of the faid C. D. his Heirs and Affigus for ever, according to the true latent and Meaning of thele Profens. a another

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And also that they the said A. B. C. D. The found and E. F. have, or fome or one of them how Right. now hath good Right, full Hower and accompense. lawful Authority, in their or one of their own Rights or Right, to grant and convey all and fingular the faid Meffuages. Lands. Tenements, Heredizaments and Premisses above mentioned, with the Appurtenances, unto the faid G. H., his Heirs and Affigns, to the only proper Use and Behoof of the faid G. H. his Heirs and Affigns for ever, according to the true Intent and Meaning of these Presents (except as is herein after excepted.)

And also that he the said C. D. his Hears Covenium for and Alligns, shall and may at all times for presemble Enever hereafter peaceably and quietly havel joyment in a hold, occupy, possessend enjoy allrand fingular the faid Meffuege or Tenement and Premisses above mentioned asviolathe Appurtenances, without the Let, Trouble, Hinderance, Interruption and Denial of him the said A. B. his Heirs or Assigns, and of all and every other Person or Perfons whatfoever.

And that freed and discharged, or other pre of former wife well and sufficiently saved and kept Grans and Inharmless and indemnified of and from all cumbraness. former and other Bargains, Sales, Gifts, Grants, Leafes, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines,

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#### Convergator's Guide.

Fines, Issues, Americaments, Serzara, Bonds, Annuities, Writings Obligatory, Scacures-Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatfoever, had, made, committed, done or suffered by the said A. B. or by, &c. decoas'd; or any other Perlon or Perlons whatfocuet, claiming or to claim by, from or nader them, or any or either of them.

For peaceable from Incombrances, with an Exception Rest to pass, and a Mort-<u>ere</u>s take af. figure in Truft, &c. :

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And also that the said C. D. his Heirs Enjoyment free and Assigns, shall and may from time to sime, and at all times from henceforth for ever hereafter, peaceably and quietly enter of a Leafe, and into, have, hold, possess and enjoy all and fingular the said Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hinderance, Moleflation, Incerruption and Denial of them the fuld A. B. T. B. &c. or any or either of them, their or any or either of their Heirs or Affigns, or of any other Person or Persons whatfoever, claiming or to claim by, from or under the faid, &c. deceas'd, or either of them (except as is herein after excepted.) And that freed and discharged, or otherwife well and fufficiently faved and kept - harmless of and from all former and other Bargains, Sales, Gifts, Grants, Leafes, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amer-Bonds. Annuities. Scizures, ciements.

## The Consideration's Guille Re-

Writings Obligatory, Statutes-Merchant and of the Staple, Recognizances, Extents, Judgmenes, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Ticles, Troubles and Incumbrances what foever, had, made, committed; done or suffered, or to be had, made, committed, done or suffered by them the faid A. B. O'c. or either of them, their or eisher of their Heirs or Affigns, or any other Person or Persons whatsoever, claiming or to claim by, from or under them. or any or either of them, or by, from or under the faid, on decess'd, or either of thom, except one Indenture bearing Date, dre, made between, &c. of the one Part, and or of the other Part, purporting a Lease to the said, &c. of Part of the said Phemisses hereby granted for the Term of on under the yearly Renr of, do which Rent is inconded to pass hereby. And also, except one Indunture tripartite, beating Dine of a made of the other Part of the Said Primities by the faid A. B. to and de. for the Terms of good Yours, deferible on Pavment of, Or. and Enterest; the Remainder . of which faid Tennik affigned to Perfons in Truft for the faid C. D. and his Heirs.

Form Rears & . 10 pca. s. ably enjer.

.. And also that he the faid C. D. his Heirs For peaceable and Affigue, shall and may from time to Enjoyment free time, and at all times from honceforth for from turnsoned hereafter, peaceably and quietly enterbrances, except inos, kave, holds occupy, posses and enion all and fingular the faid Messinge or raised in a Terrement and Brownifes above mentioned from Conwith the Appurtenances, without the Let, or page. Erouble, Hinderance, Molestation, Interruption

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ruption and Denial of him the Said A. B. his Heirs or Affigns, and of all and every other Person or Persons whatsoever (excopt as is herein after excepted.) And that freed and discharged, or otherways well and fufficiently faved and kept diarmles and indemnified of and from all former and other Bargains, crc. had, made, &c. by the faid A. B. his Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them: or any of them (Except the Rents and Covenants referved and contained in and by the faid Conveyance from the faid, or so: the faid A. B. which from henceforth, con the Part and Behalf of the faid A. B. shall grow due, and are and ought to be paid: and performed.) ានក្នុងរំរំរំជាន់ នេះ បាន រំបែនរ៉ាំ

Peru Rest. Sec. to peaceably cajey.

AD TITLE

And sife that he the faid C. Dahis Heirs and Affigues shall and may from time to time, and at all simes from henceforth, for ever herester, by and under the Rent, Conditions and Agreements hereiff. contained, peaceably, and quietly enter in-! to, have, hold, occupy, poffess and enjoy: all and singular the said Tenement and: Premisses, above mentioned, with the Ape. purtenances; and have, receive and take the Rous, Issues and Profits thereof, to his and their own proper Ule and Ules, with-.... out the Let, Trouble, Hinderance, Moappearance leftations: Interruption and Devials of him 40 has 120 the laid A. B. his Heiro and Assigns, and and and every other Person or Persons whatigeween and that freed and discharged! ។ <sub>ស្រាស់</sub> សុសា ។ ២០៩៦ ដែល with the distriction will be discretified finite space. Dark space.

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And also that he the said C. D. his Heirs Ar peaceable And allo that he this, and from time to Enjoyment of saine, and at all sumes for ever hereafter, Rent, purchase peaceably and quietly have, recoive, hold fed, free from mand enjoy the faid Rents, and all and fin-incumbrance. gular other the Premisses, and every Part pand Parcel thereof, with their and every, of their Rights and Appurtenances, before thereby granted and released, or mentioned or intended to be hereby granted and released, without the Let, Suit, Trouble,. Hinderance or Interruption of the faid, A. B. or of any other Person or Persons, whatfoever, lawfully claiming or to claim from, by or under or in Trust for him. And that free and clear, or otherwise from time to time and at all times hereafter. well and sufficiently saved, defended, kept harmless and indemnified by the said A. B. his Heirs and Assigns, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leafes, Jointures, Mortgages, Ules, Wills, Fines, Titles, Troubles and Incumbrances whatfoever. had, made, committed or done, or caused or procured to be had, made, committed or done by him the laid A. B.

And the faid A. B. for himself, his Heirs per peaceable and Affigns, doth covenant and grant to Enjoyment, esand with the faid C. D. his Heirs and sept as in a Affigns, That he the faid C. D. his former In-Heirs and Asigns, shall and may from time to time, and at all times for ever hereafter. peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Melliage and Premisses above mentioned. and every Part and Parcel thereof, with

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the Appurtenances, without the Let, Trouble, Hinderance, Molefration, Interruption and Demal of him the faid A. B. his Heirs or Affigus, and of all and every other Person or Persons whatsoever (except as in and by the said Indenture of Resease's mentioned to be excepted.)

Covenant to make future of Afterance in 6 Release.

And further, That he the faid A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the faid Premiffes above mentioned, or any Part thereof, by, from or under him or them, Itali and will at all rimes hereafter, upon the reasonable Request, and at the Costs and Charges of him the faid C. D. his Heirs or Affigns, make, do and execute, or cause or procure to be made, done and executed, all and every fach further and other lawfor and reasonable Act and Acts, Thing and Things, Devile and Deviles, Coliveyance and Conveyances, mithe Law whatfoever, for the further, better and more perfect granting, conveying and affuring of attand singular the laid Premistes above melicioned, wich the Apporrenances, with the said C. D. his Herrs and Attigns, to the only proper Ule and Belloof of the faid C. D. his Heirs or Allighs for ever, as by the faid C. D. his Heirs and Affigns, or his or their Counfel learned in the Law. shall be reasonably devised and advised and res quired.

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And each of them the said A. B. C. D. The like Coveand E. F. for him, her and themselves severally and apart, and not jointly, and for his, her and their leveral Heirs and Assigns, doth further, severally and apart, and not jointly, covenant and grant to and with the faid G. H. his Heirs and Affigns, That they the faid A. B. C. D. and E. F. and their Heirs, and all and every other Person and Persons. and his and their Heirs, any thing having or claiming in the said Messuages, Lands, Tenements, Hereditaments and Premisses above mensioned, or any Part thereof, by, from or under them, or either of them. (except before excepted) shall and will at all times hereafter, upon the reasonable Request, and at the Costs and Charges of the said G. H. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every fuch further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances. Conveyance and Conveyances in the Law whatfoever, for the further, better and more perfect granting, conveying and affuring of all and fingular the faid Premisses above mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said G. H. his Heirs and Asfigns, to the only proper Use and Behoof of the said G. H. his Heirs and Affigns for ever, according to the true Intent and Meaning of these Presents, as by the said G. H. his Heirs or Affigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required. H h\_

For future
Affurance
within a time
limited, not
compellable to
travel, &cc.
or to enter into any further
Warranty.

And the faid A. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the faid C. D. his Executors, Administrators and Affigns. by these Presents, That he the said A. B. and his Heirs, shall and will, at the Request, Costs and Charges in the Law of the faid C. D. his Executors, Administrators or Assigns, from time to time, and at all times hereafter, during the space of feven Years next enfuing, make, do and execute, or cause or procure to be made, done and executed, all and every fuch further and other lawful and reasonable A& and Acts, Thing and Things, Affurance and Assurances in the Law whatsoever, for the further and better conveying and affuring of the said Premisses to the said C. D. his Executors, Administrators and Affigns, as by the faid C. D. his Executors. Administrators and Affigns, shall be devifed, advised and required, so as the said A. B. or such Person as shall be required to do the same, be not compelled or compellable to travel above seven Miles from the Place of his or their usual Place of Abode: and so as the same contain no further Warranty than is in these Prefents.

For future Affurance where a Fine is agreed to be lewied.

And further, That they the said A. B. and C. D. and their Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Premisses above mentioned, or any Part thereof, by, from or under them, or any or either of them,

### The Conveyancer's Guive, &c.

shall and will from time to time, and at all times hereafter, upon the reasonable Request, and at the Costs and Charges of the faid E. F. his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed. all and every such further and other lawful and reasonable Grants, Acts, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect granting, conveying and affuring of all and fingular the said Premisses above mentioned, with the Appurtenances, unto the faid E. F. his Heirs and Assigns, to the only proper Use and Behoof of the said E. F. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said E. F. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

And lastly, That he the said A. B. and To make furall and every other Person and Persons ther Assurance claiming or to claim any Estate, Right or of Fee-Farm Title, in or to the said Rents and Pre-Rons. misses, with the Appurtenances hereby granted, or any Part thereof, by, from or under, or in Trust for him, shall and will at all times hereafter, upon the reafonable Request, and at the proper Costs and Charges in the Law of the said C. D. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts. H h 2 Thing

Thing and Things, Devise and Devise, Assurance and Assurances in the Law whatsoever, for the further, better and more sure conveying and assuring of the said Rents and Premisses hereby granted and released, with their and every of their Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, as by him the said C. D. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

To make further Affurance of Lands fubjest to Reuts, &cc.

And further, That he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the faid Melfuage or Tenement and Premisses above mentioned, or any Part thereof, by, from, or under him or them, shall and will at all times hereafter, upon the reasonable Request, and at the Costs and Charges of him the said C. D. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every fuch further and other lawful and reasonable A& and A&s, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatfoever, for the further, better and more perfect granting, conveying and affuring of all and fingular the faid Premisses above mentioned, with the Appurtenances, unto the faid C. D. his Heirs and Assigns, to the only proper Use and Behoof of the faid C. D. his Heirs and Affigns

Affigits for ever, Subject to the Rents, Conditions and Agreements herein contained. as by the said C. D. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised and required.

And further, That he the faid A. B. and To make fur. his Heirs, and all and every other Person ther Assurance and Persons, and his and their Heirs, any in a Bargain thing having or claiming in the said Mes- and Sale, fluage and Premisses above mentioned, or made in pur-any Part thereof, shall and will at all times venants for hereaster, upon the reasonable Request, future Asiaand at the Costs and Charges of him the rome in a furfaid C. D. his Heirs or Assigns, make, do mer Conveyand execute, or cause or procure to be once. made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatfoever, for the yet further, better and more perfect granting, conveying and affuring of all and fingular the said Premisses above mentioned. With the Appurtenances, unto the faid C. D. his Heirs and Affigns, to the only proper Use and Behoof of the said C. D. his Helm and Affigns for ever, as by the faid C. D. his Heirs or Affigns, or his or their Counsel learned in the Law, shall be reasonably devised and advised and required.

And further, That whereas the faid E. B. For a Woman is now under the Age of 21 Years, the the to make furfaid E. B. (if the shall live to attain her ther Assurance fall Age of 2x Years) together with such by Deed in-Husband as the shall then have, If the shall dented, Fines, Hh 2 then &c.

then be under Coverture, or if not under Coverture, then the faid E. B. folely, at any time after that she shall have attained her full Age of 21 Years, shall and will, upon the Request, and at the proper Costs and Charges in the Law of the faid C.D. his Heirs or Assigns, make, do and execute. or cause to be made, done and executed, all and every fuch further and other lawful and reasonable Act and Acts, Thing and Things, Affurances and Conveyances in the Law whatfoever for the further, better and more perfect granting, conveying and affuring of the faid Messuages, Lands and Premisses, with the Appurtenances, unto the said C. D. his Heirs and Assigns, be it by Deed or Deeds indented or Poll, inrolled or not inrolled, Fine or Fines, common Recovery or Recoveries, with fingle, double or treble Voucher or Vouchers, Release or Confirmation, or by all and every, or any of the said Ways and Means, or by any other Ways or Means in the Law what soever, as by the faid C. D. his Heirs or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

&c. shall enure to the Use of the Purchaler and his

And lastly, It is covenanted, granted, Release that concluded and agreed upon by and beall Affarance, tween the faid Parties to these Presents. and the true Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, Recovery and Recoveries, Affurance and Affurances, Conveyance and Conveyances in the Law whatfoever, already had, made, levied, fuffered, exe-

cuted and acknowledged, or at any time hereafter to be had, made, levied, suffered, executed and acknowledged, of the - faid Premisses, by or between the said Parties to these Presents, or either of them. and any other Person or Persons, either alone by it felf or jointly with any other Lands, Tenements or Hereditaments, for and concerning all and fingular the faid Premisses above mentioned, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed and taken to be and enure to and for the only proper Use and Behoof of the said C. D. his Heirs and Asfigns for ever, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatfoever.

And lastly, It is covenanted, granted, Author Coveconcluded and agreed upon, by and be-none of the tween the said Parties to these Presents, like Nature, and the true Meaning hereof also is, and is agreed to be it is hereby so declared, That the said Fine levied. hereby agreed to be levied in manner aforesaid; and also all and every other Fine and Fines, Recovery and Recoveries, Affurance and Affurances, Conveyance and Conveyances in the Law whatfoever already had, made, levied, suffered, executed or acknowledged, or at any time hereafter to be had, made, levied, suffered, executed or acknowledged, by or between the faid Parties to these Presents, or by or between them, or either of them, and any other Person or Persons whatsoever, of the said capital Messuage, Lands, Heredita-H h 4

#### The Conservation's Only, arc. 472

ments and Premisses above mentioned, with the Appurtenances, or any Part thereof, either alone by it felf, or jointly with any other Lands, Tenements and Heredinments, shall be and enure, and shall be adjudged, esteemed and taken; to be and enure, as for and concerning all and fingular the said capital Messuage and Premisses above mentioned, with the Appurtenances, to and for the only proper Use and Behoof of the faid C. D. his Heirs and Affigns for ever, &c.

Upon Request to discover ed, and an-∫wer Bill in

And further, That if any Lands, Rents, Reversions or Services, late of the said, &c. Lands conceal-deceas'd, be concealed, and not yet known nor discovered to him the said A. B. Party Chancery, &c. to these Presents, they the said C. D. and E. F. &c. and every of them, shall and will as much as in him or them lieth, upon every Request in that Behalf to be made, difcover and make known the same, or so much thereof as they know, to him the said A. B. Party to these Presents, his Heirs or Assigns, and for the clearer Manifestation of the Truth thereof, shall and will, upon reasonable Request to them made by the faid A. B. appear to and answer cratis any Bill or Bills of Equity to be exhibited against them, or any of them for that Purpole.

If the Froffee Feoffer Shall Affare other Lands, or pay Meney, &c.

And it is agreed and declared by and bebe evilled, the tween the said Parties, That if it shall happen at any time hereafter, that the faid Premisses, or any Part thereof, shall be divested or taken away from the Possession of the faid C. D. his Heirs or Assigns, by • апу

any Person or Persons whatsoever, without the Consent of the said G. D. his Heirs or Assigns; or if it shall appear that the said A. B. hath not on the Day of the Date of these Presents made and granted a good and absolute Estate in Fee-simple of and in the Premisses above mentioned to the said C. D: that then the faid A. B: his Heirs and Assigns, shall and will, at the Request, Costs and Charges in the Law of the said C. D. his Heirs and Assigns, make and execute to the faid C. D. his Heirs and Assigns. a good and fufficient Conveyance of the Fee-simple of some other Messuages, Lands or Tenements of the clear yearly Value of, &c. with such and the like Warranties and Covenants for quiet enjoying thereof, and for making future Assurance, de as ate contained in these Presents; or on Default of making such Conveyances as aforesaid, that he the said A. B. his Heirs and Assigns, shall end will within three Months next after such Request as aforefaid, and Notice given, well and truly pay, or cause to be paid, unto the said C. D. his Heirs or Assigns, et, &c. the Sum of, &c. or as much thereof as any Part or Parcel of the faid Premisses above granted, which shall be so evicted or taken away, is worth at the time of the Sealing and Delivery of these Presents.

And also that the said Messuage or Te-That Lands numerit and Premisses above mentioned to are of such a be hereby granted and conveyed, now are, solute, and so and for the space of ten Years now next acc. or make ensuing, shall be and continue to be of the up the Defect clear in wher Lands.

clear yearly value of, &c. per Ann. Over and above all Charges and Reprizes; or otherwise if the same shall be reduced to a leffer and lower value than, &c. clear as aforesaid, within the time aforesaid, that then he the faid A. B. his Heirs and Affigns, shall and will at the Request, Costs and Charges of the faid C. D. his Heirs and Affigns, convey and affure unto the faid C. D. his Heirs and Affigns, so much other Land as will make up and supply what the said Premisses shall so fall short of as aforefaid.

And the said A. B. for himself, his, &c.

That Lands firthed in Jain-doth covenant and grant to and with the

Meney.

sure fall be of said C. D. his, &c. That if the said E. Wise such a Value, and G. D. Ins, Oc. That if the land E. Whe much Rent, or A. and be minded to let the Premisses bebe made up in fore limited to her for her Jointure, to farm at a Rack-Rent, and shall offer the same to the Executors of the faid A. B. and that they shall refuse to take the same at the yearly Rent of, &c. and that the said E. Ihall afterwards by reason of such refusal be forced to let the same to any other Perfon or Persons for less yearly Rent than, Oc. bona fide, and shall give Notice to the Heirs, Executors or Administrators of the faid A: B. for what Rent she shall have letten the same, That then the said Heirs, Executors or Administrators of the said A. B. shall and will well and truly pay, or cause to be paid unto the said E. at or in, · Oc. every Year during her Life, or so long time as the faid Premisses shall be so letten under the faid yearly Sum of, &c. as much lawful

lawful British Money, as together with the Rents of the faid Premisses so letten under the faid yearly Sum of, &c. shall amount unto the full yearly Sum of, &c. to be paid at fuch times in the Year as the faid yearly Rent reserved by the said E. B. for the fame Premisses, after the Death of the said A. B. shall be made payable, by even and equal Portions.

And the said A. B. for himself, his, &c. To pay Money doth covenant, &c. to and with the said rearly for a C. D. his, &c. that in case the said E. Wise line where of the said A. B. shall happen to survive bath we Land. him the said A. that then the Heirs, Executors of Administrators of him the faid A. B. or, &c. shall and will well and truly pay or cause to be paid unto the faid E. B. yearly and every Year during the Term of her natural Life, for and in the Name of her Jointure, the yearly Sum of, &c. at the four most usual Feasts in the Year, that is to fay, &c. by even and equal Portions, the first Payment thereof to begin at such of the said Feasts which shall first and next happen after the Death of the faid A. B. if she the said E, shall be then living.

And whereas the faid A. B. is not at pre- Husband bafent seised or possessed of an Estate suffi-ving no Lands eient to make a Jointure for the said E. his to make a Joinintended Wife, equivalent to her faid For- the Wife fo tune; the faid A. B. doth for himself, his much in Money, Heirs and Assigns, covenant and grant, to &c. and with the faid C. D. and E. F. their Heirs and Affigns, that in case the said intended Marriage shall take effect, and he

the faid A. B. shall happen to die in the Life-time of the faid E. that then he the faid A. B. shall and will by his Lieft Will or otherwise, give and assure unto the said E. B. the Sum of, &c. or the full Value thereof in Lands, Tenements, Goods or Chattels, to be at her own proper Disposal, and to be by her received and taken to her own separate Use and Benefit.

And it is agreed by and between the faid

To pay Makey to their Maintenance, &cc.

a Wife after Parties to these Presents, and the said A. B. the Decress of for himself, his Heirs, Executors and Adthe Harbaud, for ministers, his ricirs, executors and Adwhen of Age, and with the said C. D. his Executors and &c. with In Administrators in manner following, (that twell in the is to fay) That in Confideration of the mean time for said Marriage and Marriage-Portion, and for the making a competent Maintenance and Provision to and for the said E, his intended Wife, out of the Estate of the faid A. B. (in case the said Marriage shall take Effect, and the said E. shall happen to survive the said A. her intended Husband, and there shall be no Issue Male or Female of the Body of the faid A. B. on the Body of the said E. D. begotten, living at the time of the Decease of the said A.B.) the Heirs, Executors or Administrators of the faid A.B. shall and will well and truly pay or cause to be paid unto the said E. the full Sum of, &c. within fix Months next after such the Decease of the said A. B. to and for the fole and only proper Use and Benefit of the faid E. to be disposed of at her free Will And also, if there shall be

The Provision and Pleasure. fer the Chil-Issue one or more Child or Children of the Body

Body of the faid A. B. on the Body of the faid E. begotten, living at the time of the Decease of the said A. B. that then the Heirs, Executors or Administrators of the faid A. B. (over and above the faid Sum of, &c. to be paid unto her the said E. as aforesaid) shall and will well and truly pay unto the faid Child (if there be but one) the Sum of, &c. to such only Child for his or her Portion, when and as foon as such Child shall attain the Age of 21 Years; or if there be two or more such Children. then the Sum of, or to be equally divided between them, share and share alike, for their respective Portions, to be paid unto them as they shall respectively attain the faid Age of 21 Years; and in the mean time, and until fuch the faid Portion or Portions shall be payable as aforefaid, the Executors or Administrators of the said A. B. shall and will out of the said Estate of the said A. R. well and truly pay or canse to be paid unto every such Child and Children for their several and respective Maintenance and Livelihood, the feveral Sums herein after mentioned, (that is to fay ) If there be but one such Child. the yearly Sum of, &c. and if two or more fuch Children, the yearly Sum of &c. apiece, unto each and every such Child or Children, the faid yearly Sums for Maintenance to be continued and paid unto fuch Child and Children, until their respective Portions shall be paid unto them respectively, in manner as is before agreed, at the two most usual Fells or Days of

Payment in the Year, (that is to fay) the Feasts of, &c. by even and equal Portions, the first Payment thereof to be made at such of the said Feasts or Days of Payment which shall first and next happen after the Decease of him the said A. B.

To pay Legacies and Portions, and protest Lands and Perfons, &c. from the same.

And the faid A. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said C. D. Oc. their Executors, Administrators and Assigns, That he the said A. B. his Heirs. Executors or Administrators, shall and will well and truly pay or cause to be paid unto the faid E. F. G. H. &c. the faid several Legacies and Portions of, &c. a-piece, and yearly Maintenance of, &c. a-piece above mentioned to be to them given and bequeathed, in and by the faid recited Last Will and Testament of the said, &c. their late Father deceas'd, when and as the same shall become due and payable, according to the true intent and meaning of the same Will. And also shall and will from time to time, and at all times hereafter well and fufficiently protect, indemnify and fave harmless all and fingular the faid Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned to be granted and conveyed in and by the faid recited Indenture. and every Part and Parcel thereof, with the Appurtenances; and also all and every the Person and Persons who by the Purport and true Meaning of the same Indenture; ought to hold and enjoy the fame Premisses or any Part or Parcel thereof, and his and their Trustees and Tenants thereof, from and

and against the said Legacies, Portions and Maintenances and every of them, and of, from and against all Actions and Suits. both at Law and in Equity, which shall or may be brought, commenced or profecuted for, touching and concerning the said Legacies, Portions and Maintenances or any of them, or any part thereof, or by reason or means of the Non-payment thereof, or

any part thereof.

And the said A.B. for himself, his, &c, Husband to redoth covenant and grant to and with the Pay Part of the faid C.D. his, &c. That if the faid E. Wife Marriage-Porof the said A. B. shall happen to die in the Wifedier with. Life-time of the said A. B. (or within seven out 1sue, &c. Years, &c. from the Date of these Presents. and in the Life-time, &c.) without any Issue on her Body lawfully begotten by him the faid A. B. that then he the faid A. B. his. Oc. shall and will within one Year next after the Death of her the faid E. she so dying without Issue of her Body as aforefaid, well and truly repay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the Sum of, &c. part of the Portion by him received in Marriage with the faid E.

And it is agreed, oc. between the faid That a Wife Parties to these Presents, That the said may let or E. D. shall and may after the Solemniza- mortgage her Lands, &cc. tion of the said Marriage, alone and sepa- separate from rate from her said intended Husband, let ber Husband. and fet all the Lands and Tenements whereof she is seised, possessed or intitled unto, and from time to time, during the intended coverture, have, receive and take to her own feparate Use and Benefit, the Rents

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and Profits thereof and her Receipts therefore shall be from time to time a good Discharge to the Persons paying the same; and may also mortgage, sell and dispose of her Lands, in which Mortgages or Sale the faid A. B. shall join for making the same essectual, but not covenant surther than against himself.

Debs s, &cc.

And also that the said E.D. alone and separate from her said intended Husband shall and may receive to her separate Use. all Debts owing to her, and that her Receipts alone shall from time to time be a sufficient Discharge to the Persons paying the same; and in case any Person or Persons shall neglect or refuse to pay any Debus or Sums of Money owing to her as aforesaid, it shall be lawful for her the said E. D. to use the Name of the said A. B. in any Action or Suit to be brought for recovery thereof, so as the said A. B. shall be put to no Costs or Charges thereabout.

And to make dispose of her Eftate.

And that it shall and may be lawful for her Will, and the said E D. to make a Will, and she is hereby impower'd to make her Last Will, or any Writing purporting her Last Will, and thereby to give and dispose of any past of her Estate, either real or personal, to whom and in what manner the shall think fit, which he the faid A. B. will allow of and confirm.

Lands, &cc. Ball enjoy, &C.

And the said A. B. for himself, his, ore. veneus that doth covenant and grant to and with the Such Persons to said C. D. and E. F. their, &c. that such whom the Wife Perfon and Perfons to whom the faid E. is her Life time, either after the said Marriage riage, or before the same, by any Deed or Deeds, or by her last Will in Writing shall give, grant, bequeath, dispose or appoint the faid Meffuage, Lands and Premisses mentioned in the faith, or, or any Part shereof, thall and may from time to time. and at all times, during the Remainder of the said Terms and Estates which shall be then to come and unexpired, peaceably and quietly have, hold, use, occupy, polfeliand enjoy all and fingular the laid Premilles, without the Let, Trouble, Hinderance, Molestanion, Interruption and Denial of the faid A. B. his Executors. Administrators and Assigns, and of all and every other Person and Persons whatsoever claiming in, by, from or under him, them, brank of them.

And it is agreed by and between all the To feetle Lands said Parties to chefer Presents, and the said on a Wife for A. B. doth fon himself, his Executors and her Jointure, Administrators, covenant and grant to and with the faid C. D. and E. F. their Executors, Administrators, and Assigns, That he the faid A. B. shall and will, at or before, ere next enfuing the Date hereof, well and fufficiently fettle, convey and affure unto the faid E. D. or to fuch Person or Persons as they the faid C. D. and E. F. shall no. minate and appoint as Truffees on the Pare and Behalf of the faid E. D. by way of Joinsure for her Life, so much Lands as Mall be of the clear yearly Value of, &c. over and above all Reprizes, for Term of her Life, without Impeachment of waste, freed and discharged of and from all Ina Canada a a Tigara

cumbrances whatsoever, in such Manner and Form as they the said C. D. and E. F. and the Survivor of them, his and their Heirs and Assigns, or their or any of their Counsel learned in the Law shall advise.

Covenant to
put a Wife's
Friume out at
Interest, for
the Husband
and Wife for
their Lives,
and aftermards the
Principal to be
divided amongst the
Children, &cc.

And the said A. B. for himself his Executors and Administrators, doth covenant and grant to and with the faid C. D. his Executors and Administrators. That he the faid A. B. his Executors or Administrators, shall and will within three Months next after the Solemnization of the faid intended Marriage between the faid C. D. and E. A. pay and deposite into the Hands of the said E. F. and G. H. the Sum of & E. being the full Portion hereby agreed to be given in Marriage with the said E. A. which said Sum of, &c. is hereby agreed by and between the said Parties, shall and ought from time to time, to be put out at Interest on the best Security or Securities that can be gotten therefore, in the Name of the faid E. F. and G. H. by and with the Confent and Approbation of the faid C. D. and the Interest thereof shall and ought from time to time to be paid to and received by the said C. D. during his Life, and after his Death by the faid E. during her Life; and after the Deceases of them the said C. D. and E. his intended Wife, then the said Sum of, &c. shall and ought to be paid to and amongst such Child or Children of the said E. by the said C. D. her intended Husband to be begotten, fuch Proportions, and in such Manner and Form as they the faid C. D. and E. his intended Wife, or the Survivor of them, Thall

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by any Deed or Deeds, Writing or Writings; by them, or the Survivor of them, to be scaled and executed in the Presence of two or more credible Witnesses, direct and appoint; and in Default of luch Direction and Appointment, then to be equally divided amongst all and every such Child or Children, Share and Share alike; and if there shall happen to be no such Child or Children of the said E by the said C. D. to be begotten, then the said whole Sum of. Oc. shall and ought to be paid to the said C. D. his Executors and Administrators.

And the said A. B. in Consideration of the faid intended Marriage and Marriage-Huband to Portion, doth for himself, his Heirs, Exe-lay out Money cutors and Administrators, covenant and on Lunds, and grant to and with the faid C. D. his Heirs, fettle the same Executors and Administrators, That he the on the Wife Said A. B. (in case the said intended Mar- fuer, &c. in riage shall take effect) shall and will either such manner as in his Life-time, with the Approbation of they shall dithe said C. D. and the said Trustees, or rest and apthe Survivor of them, lay out the Sum of point, &c. &c. in a Purchase of Lands, Tenements, or Hereditaments, in Fee-simple in the County of, &c. and fettle the same as the Counsel of the said C. D. and the said Trustees, or the Survivor of them, shall advise in such Manner as the same may be held and enjoyed by the said A. B. and his Assigns, for and during the Term of his natural Life, and after his Decease, by the said E his intended Wife for and during her natural Life, without Impeachment of Waste; and after both their Deceases, by the Mues of their Bodies between them to be begotten, by fuch Proportions, and

in fuch Manner and Form as they the faid A. B. and E. his intended Wife, or the Survivor of them, by any Deed or Deeds, Writing or Writings by them, or the Survivor of them, to be fealed and executed in the Presence of two or more credible Witnesses, shall direct or appoint; and in Default of making such Appointment, then by the Heirs of the said E. by the faid A.B. to be begotten; in such Manner as it shall not be in the Power of the said A. B. to defeat such listue of the same; and in Default of fuch Iffice, then by the right Heirs of the said A. B. for ever: Or in case the much to Many faid A. B. shall fail in making such Purchafe and Settlement as aforesaid, then that he the faid A. B. fhall and will leave at his Death the Sum of, Oc. of the full Value thereof in Money, Goods and Chattels to the faid E. F. G. H. &c. and the Survivors or Survivor of them, and the Executors or Administrators of such Survivor, to be by them applied and disposed in such Manner as the Profits thereof shall and may be enjoyed, received and taken by the faid E. during her Life; and after her Death by fuch Child and Children of her Body by the said A. B. begotten, and in such manner as the faid A. B. and E. and the Survivor of them, by any Writing or Writings under both their Hands and Seals in their Life-time, or the Survivor of them, after the Death of either of them, under his or her Hand and Seal shall direct and appoint; and in Default of fuch Direction and Appointment by all and every their Child and

Or leave so for their Use<sub>s.</sub> Children equally, Share and Share alike: and in Default of any fuch Child or Child dren, by the Executors and Administrators of the faid A. B.

And it is further agreed by and between To pay Pare the faid Parties to these Presents. That all of the Wife's fuch Share and Part of the said E in and fortune into to, as well the Personal Estate of the said, Trusters, to be Oc. her Father, as of the faid, Oc. her laid out in the Brother, shall forthwith, after the Solem-Purchase of mization of the faid intended Marriage, be Lands, to be paid into the Hands of the said C. D. and feetled on the E. F. who are (as soon as conveniently may Wife, and their be) to lay out the same in a Purchase of first and other fome Messuages, Lands, Tenements or o-Sms &c. with ther Hereditaments, which immediately af-Terms for ter fuch Purchase made, shall be settled and Boughters, affured by the Advice of good Counsel to the Uses following, (that is to say). To the Use of the said A. B. for his Life, and after the Determination of that Estate to the Use of certain Trustees therein to be named, and their Heirs, during his Life, in Trust to preferve the contingent Remainders herein after appointed and after the Death of the faid A. B. then to the Use of the first, second, and all and every other Son and Sons of the faid A. B. on the Body of the faid E. begotten, in Tail-Male, to take as they and each of them severally and successively shall be in Seniority of Age; and for Default of Issue, then to the Use of certain Trustees therein to be named, for the Term of 1000 Years, in Trust for all and every the Daughter' and Daughters of the faid A. B. on the Body of the faid E. begotten, which Term is also

to be defesible on Payment of the feveral Sums of Money for the Portion and Portions of fuch Daughters and Daughters, by fuch Proportions, and in fuch manner as are in and by one Indenture, bearing Date &c. made between, &c. agreed and intended to be raifed and paid with Interest for the same, and as a further Security for Payment of them; And in case there shall be no fuch Daughter or Daughters, or having such Daughter or Daughters, they shall all die before either of their Portions shall become payable, then to the Use of the said E. for her Life; and after her Death to the Use of the first, second, and all and every other Son and Sons of the said A. B. on any other Wife to be begotten, in Tail-Male, to take feverally and fuccessively after each other, as they shall be in Seniority of Age; and for Default of such Issue, to the Use of the said A.B. his Heirs and Assigns for ever; and until fuch Purchase and Setlement shall be made as aforesaid, such

and in the mean time Momey to be put out at Interes in the Names

Money is to be placed out in Trustees Names, and the Interest thereof to be paid to and received by the said A. B. and such of Trusteer, &c. other Person and Persons as would be intitled to receive the Rents and Profits of the Lands, in case such Purchase and Settlement wete actually made.

And the faid A. B. for the Considerati-To lay out Momry in the ons aforelaid, doth covenant, promise and Perchase of agree, to and with the said C. D and E. R. Lands, to be feriled to Ufer their Executors and Administrators, That he the faid A. B. shall and will, as soon and in 4 former & stiement, and with as much convenient speed as may be. ne an addiciafter

mal Security, for raising Daughter's Rortions, &c.

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after the Solemnization of the said intended Marriage, lay out and dispose, of his own proper Money, the Sum of, &c. either entirely or by Parcels, in the Purchase or Purchases of Lands, Tenements or Hereditaments in the Kingdom of England, and cause or procure the same to be conveyed and fettled to and for fuch Uses, Intents and Purposes, upon such Trusts and under and subject to such Proviso's, Powers and Agreements, as are herein before declared. mentioned and expressed, of and concerning the said Premisses in, &c. but so as the Term of 1000 Years, to be limited in such new Purchase or Purchases, shall be only as an additional Security for the raising and paying the Portions and Maintenances to and for fuch Daughter or Daughters as aforesaid, as are herein before directed and appointed to be raifed and paid, and not for the raising any other Portions or Maintenances. And further, That he the faid And until such A. B. his Heirs, Executors or Administra-Purchase, to tors, shall and will, until the said Sum of, 20 Interest, &c. shall be laid out by him or them in &c. purchasing as aforesaid, pay unto such Perfon or Persons, as for the time being shall be intitled by Virtue of these Presents to the Rents and Profits of the said Premisses. Interest after the Rate of 4 l. per Cent. per Ann. for the said Sum of, &c. or so much thereof as shall from time to time remain in his or their Hands, and not be laid out in purchasing as aforesaid.

And forasmuch as the faid Meffuages,

feetled are not Lands, Tenements and Premisses of a sufficient mentioned, and limited to the Use of the Value for a Jointure and riage-Portion to be paid in. Percha[e of ether Lands, to be settled on the Husband. Heirs Male, &c.

faid E. are not of a Value sufficient to make child en's per. a Jointure for the said E. answerable to her tions, the Mar-faid Fortune, or to raise and satisfy the said several Portions herein before appointed, to the Hands of but are short in Value for the doing there-Trustees, to be of, it is therefore agreed and declared by loid out on the and between the faid Parties to thefe Prefents, That the faid Sum of, Oc. above mentioned to be paid as the Marriage-Portion of the laid E. intended Wife of the laid. Wife, and their A. B. shall not be paid or come into the Hands of him the faid A. B. but thall immediately after the Solemnization of the faid intended Marriage, be fet forth at Interest in the Name of the faid C. D. E. F. &c. and of the Survivors and Survivor of them, in Trust to be by them, their Execu-tors of Administrators, with what convenient speed may be; laid out in the purchafing of some Meffuages, Lands, Tenements or Herediraments of Inheritance in Feesimple in the County of, &c. so as the same be so laid out by the Approbation of the faid A. B. in case he shall be then living, which Lands and Hereditaments, when purchased, shall be settled and assured to, for and upon the several Uses, Intents, Trusts and Purposes following (that is to say) to the Use and Behoof of the said A. B. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said C. D.

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E. F. &c. and their Heirs, during his Life, in Trust to preserve the contingent Remain-ders herein after mentioned, and after his Death, to the Use and Behoof of the said E. his intended Wife for her Life, in full of her Jointure; and after the Deceases of the faid A. and E. to the Use and Behoof of the said C. D. E. F. Oc. their Executors. Administrators and Affigns, for and during the Term of 500 Years thence next following, and fully to be ended; and after the Determination of that Term, then to the Use and Behoof of the Heirs Males of the Body of the faid E. by the faid A. B. lawfully begotten; and for Default of such Hue, then to the Use and Behoof of the faid A. B. his Heirs and Affigns for ever: and the faid Term is to be declared in Trust for the better raising of fuch Portion and declared on Portions for all the younger Sons and Truff, to raife Daughters of the faid A. B. hegotten on Daughter's the Body of the laid E. payable in such Portion, &c. Parts and Portions, and in fuch Manner and Form as they the laid A. B. and E. or the Survivor of them, by his or their Will in Writing, or by any other Writing under the Hand and Seal of them, or the Survivor of them, executed in the Presence of rwo or more credible Witnelles, shall direct or appoint; and if the faid A. B. shall not leave more than one Child of his Body begotten on the said E. behind him, at his Death, or if no fuch Direction or Appointment shall be made as aforelaid, that then and in either of the said Cases the faid. Term of 500 Years shall cease and bevoid.

to place the Money our at Interest in feu, &c.

And written void. And it is further agreed and declar-Purchase made ed by and between the said A. B. and C. D. E. F. &c. That until a convenient Purchase for laying out the said, &c. as afore-Name of Tru- said, can or may be had, the said, &c. shall be let out at Interest from time to time in the Name of the said C. D. E. F. &c. on the best Security or Securities that can be had or got for the same, fuch Securities during the Life of the said A. B. to be taken by his Approbation, and the Interest and Increase of the Money so to be put out upon Securities, shall from time to time be paid to, and be received by fuch Person and Persons to whom the Rents and Profits of the faid Lands and Tenements to be purchased with the said, &c. should by the Purport of these Presents from time to time appertain and belong, in case such Purchase and Settlement were really made as aforesaid. And it is further agreed and

Trustees not to be accouncable for bad Securities.

then the said C. D. E. F. &c. or either of them, shall not be accomptable for more than they can or may actually receive, so as such Securities be taken by and with the Approbation and Confent of the faid A. B. And to deduct And further, That it shall and may be lawful to and for each of them the said C. D. E. F. &c. to deduct out of the said, &c. and Interest, their reasonable Costs and Charges, to be expended in and about or concerning the faid Trust hereby in them reposed in Reference to the said, &c.

And

declared. That if any Part of the said, &c.

shall be set forth at Interest and be lost, or become a desperate Debt or Debts, that

Cofts, &c.

- And the faid.C. D. for himself, his Heirs, To pay a Executors and Administrators, doth cove-Wife's Persion. mant and grant to and with the faid A. B. his Executors, Administrators and Affigns, That in Confideration of the faid intended Marriage, and in case the same takes effect, he the faid C. D. his Executors or Administrators, shall and will well and truly pay, or cause to be paid, unto the faid A, B. the full Sum of, Oc. or the full Value thereof, by and in such Securities as the faid A. B. shall allow and accept of within 21 Days after the Solemnization of the said intended Marriage, as and for the Marriage-Portion of the said E. his said

Daughter.

And the said T. B. in Consideration of Covenant in the said intended Marriage, and of the Marriage-Ar-Portion and Settlement herein after agreed fideration to be paid and made by the faid, &c. doth of the Wife's for himself, his Heirs and Assigns, cove- Portion, to nant, grant and agree to and with the faid fettle and con-C. D. That in case the said Marriage shall ver Lands of take effect, that then he the faid T. B. shall value clear, and will at his own Costs and Charges, and publick Taxes in such manner as the Counsel of the said encepted) to C. D. shall advise, settle, convey and af-the Use of a fure as many Messuages, Farms and Lands Husband, Wife, in the faid County of, &c. as shall be of the and other sous, clear yearly Value of, Oc. per Ann. (pub-mith Terms to lick Taxes excepted ) and free from all In Truffeer to cumbrances, to the Uses following, (that is raise Daughto fay) to the Use and Behoof of the faith ter's Portions; A. B. his Son and his Assigns, during the der's over &c. Term of his natural Life, without Impeachment of Waste; and after the Deter-1 mination

mination of that Estate, to the Use of Truttees therein to be named, and their Heirs, during his Life, in Trust to preserve and support the contingent Remainders herein after mentioned; and after his Death, to the Use and Behoof of the said E. his intended Wife for her Life for her Jointure: and after the Deceases of the said A. and E. then to the Use of the first, second, and all other the Son and Sons of the faid A. B. on the Body of the faid E. begotten, in Tail-Male, to take according to the Seniority of Age of fuch Son and Sons facceffively; and for Default of fuch Issue Male, then so the Use of certain Trustees, therein to be named, for the Term of coo Years, in Trust for all and every the Daughter and Daughters of the faid A. B. on the Bodv of the said E. begotten, but to be defemble on Payment of the Sum and Sums of Money herein after mentioned, for the Portion and Portions of fuch Daughter and Daughters, (that is to fay) in case there shall be be but one such Daughter, the Sum of, &c. and in case there shall be two fuch Daughters, the Sum of, &c. equally to be divided between them; and in case there shall be three or more such Daughters, then the Sum of, &c. equally to be divided amongst them, Share and and Share alike, and to be made payable at their several Ages of 21 Years, or Days of Marriage first happening respectively, with Interest therefore, after the Rate of 4 l. per Cent. per Ann. in the mean time for their Maintenance; and after the Determination

mination of the faid Term of 500 Years, then to the Use and Behoof of the first. second, and other Sons of the said A. B. on the Body of any other Wife begotten, in Tail-Male, to take severally and succeffively, according to Seniority of Age; and for Default of fuch Issue, with Remainder to the right Heirs of the faid A.B. for ever.

And that in the faid Settlement hereby That in Such intended to be made of the faid Manors, settlement, Lands, Oc. as aforesaid, there shall be there shall be Clauses inserted, That in Case the said A. B. charge the shall have more Sons than one, or shall Londs with have a Son and one or more Daughters on Portion and the Body of the said E. begotten, that then Amuities for he the faid A. B. shall and may be im- Jounger Sons. powered by any Deed or Deeds in Writing, or by his last Will in Writing, to charge all or any of the Manors and Lands therein mentioned, with fuch Portion and Portions for Daughters or younger Sons between them begotten, as he shall think lit. nor exceeding in the whole the Sum of &c. or to charge any Annuity or Annuities. to be payable to fuch younger Son or Sons. as he shall think convenient, not exceeding in the whole the yearly Sum of, &c. and to be made payable to them during the Life or Lives only of fuch Son and Sons reflectively, to take Commencement after the Death of the faid E.

And that in tbere be risera make Leases, &c.

And that in the faid intended Settlement Such Seatherment a Power shall be given to the said A. B. sore or rigers during his Life, and after his Death for the faid E. during her Life, to grant any Leafe or Leases of the said Premisses to be settled as aforesaid, or any part thereof, for any Term or Number of Years, not exceeding 21 Years, so as such Leases be not made without Impeachment of Waste, and so as there be therein referved the best and utmost Values of the Lands therein to be demiled, payable to such Person and Persons to whom the Premisses so leased shall belong, pursuant to the Uses herein before agreed for the time being, with usual Clauses of Distress and Re-entry for Nonpayment, and so as Counterparts of all such Leases be duly made and executed by the feveral Leffees respectively. And the faid T. B. and A. B. for them-

tlement, that Uses, &c.

Marriage-See- felves feverally and apart, and not jointly, the Lands fhall and for their respective Heirs and Assigns. remain to the do severally and apart, and not jointly. covenant and grant to and with the faid C. D. E. F. &c. their Heirs and Assigns, That all and fingular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, shall and may from time to time, and at all times for ever hereafter, remain, continue and be, to, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited, expressed and declared according to the true intent and meaning of these Presents, and to and for none other Use, Intent, Trust or Purpose whatfoever. And

And also, that the said Messuages, That Lands Lands, Rents, Hereditaments and Premisses, and Rents shall and may from remain to Uses, and every Part thereof, shall and may from &c. henceforth, be, remain and continue to, for and upon the several Uses, Intents, Trusts and Purposes, and under and subject to the several Limitations and Agreements aforesaid, touching or concerning the same Premisses respectively, free and clear, and freely and clearly acquitted and discharged of and from all former and other Gifts, Grants, Bargains, Sales, Mortgages, Judgments, Statutes, Recognizances, Titles, Troubles, Annuities, Rents-charges, yearly Payments, Demands and Incumbrances whatfoever, made, done or fuffered by him the faid A. B. (other than and except fuch Leases and Grants by Copy of Court-Roll, as are now in being on several Tenements within the said Manor of, Oc. aforesaid.)

And the faid A. B. doth by these Presents, That Lands for himself, his Heirs and Assigns, cove-shall remain to nant and grant to and with the said C. D. Ufes, and free E F. and G. H. their Executors, Admini-from Incumstrators and Assigns, That all and singular Terms to be the said Messuages, Lands, Tenements and assigned on Hereditaments above mentioned, and every Trust to attend Part and Parcel thereof, with the Appur-Uses, Leafes, tenances, shall from time to time, and at Rems to pass, all times hereafter, remain, continue, and be to, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited, expressed and declared, (except as is herein-after excepted) and that free and clear, or otherwise from time

to time faved harmless and kept indemnified of and from all and all manner of former and other Bargains, Sales, Gifes, Grants Leafes, Morrgages, Jointures, Dowers, Ufes, Wills, Intails, Fees, Fines, Post-Fines, Islim, Amerciaments, Seisures, Bonds, Annuius, Writings Obligatory, Statutes-Merchant and of the Staple, Recognizances, Extent, Judgments, Executions, Rents and Arreaages of Rent, and of and from all ocine Charges, Estates, Rights, Titles, Troubles and Incumbrances whatfoever, had, made, committed, done or suffered, or at any time hereafter to be had, made, committed, done or suffered by him the said A. B. and by, &c. deceased, or by, &c. or any of his, her or their Ancestors, or by any other Person or Persons whatsoever, claiming or to claim, by from or under them or any of them, (except the several Terms of. &c. heretofore granted of the faid Premisses by the said or a deceased, to, or a which several Terms are assigned or intended to be affigued to perfoas in Trust, to attend and protoct the several Oses in these Presents contained, and also except the feveral Leafes and Terms in the first Schedule hereunto annexed mentioned, other than the Rents and Services therein feverally referred, which are intended to pass hereby.)

joy Lands to Uses declared in another In-

To held and en. And the faid A. B. for himself, his Heirs. Executors, Administrators and Assigns, doth covenant and grant to and with the faid C. D. E. F. G. H. Oc. their Heirs and Affigns. That they the faid C. D. E. F. and

G. H.

G. H. their Heirs, Executors, Administrators and Alligns, shall and may from time to time, and at all times after the Solemnization of the said intended Marriage. have, hold and enjoy all and fingular the Taid Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned. and every Part and Parcel thereof, with the Appurtenances, upon fuch Trusts as Thall be thereof declared as aforelaid, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Heirs, Executors, Admimistrators and Assigns, or of any other Petfon or Persons whatsoever, claiming or to claim, by, from or under him.

And also, (or, And further) That he the bounder to a Taid A. B. and his Heirs, and all and every solumn in other Person and Persons, and his and their make furner Heirs, any thing having or claiming in discourse. the said Premisses above mentioned, or any Part thereof, by from or under him, them or any of them, or by, from or under the faid. &c. or any of his Ancestors (except before excepted) shall and will from time to time. and at all times hereafter, at the reasonable request of them the said C.D. E.F. &a. their Executors, Administrators or Affigns, (or, their Heirs and Assigns) but at the proper Costs and Charges of him the said A. B. his Heirs and Assigns, make, do, acknowledge, levy, fuffer and execute, or caufe or procure to be made, done, acknowledged, levied, suffered and executed, all and every fuch further and other lawful-

to time faved harmless and kept indemnified of and from all and all manner of former and other Bargains, Sales, Gifts, Grant, Leafes, Morrgages, Jointures, Dowers, Uses, Wills, Intails, Fees, Fines, Post-Fines, Islues, Amerciaments, Seisures, Bonds, Annuicies, Writings Obligatory, Statutes-Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatfoever, had, made; committed, done or suffered, or at any time hereafter to be had, made, committed, done or suffered by him the said A. R. and by . &c. deceased, or by, &c. or any of his, her or their Ancestors, or by any other Person or Persons whatsoever, claiming or to claim, by from or under them or any of them, (except the several Terms of. &c. heretofore granted of the faid Premiffes by the faid or deceased, to, or which several Terms are assigned or intended to be affigued to persons in Trust, to attend and protoct the several Uses in these Presents contained, and also except the feveral Leafes and Terms in the first Schedule hereunto annexed mentioned, other than the Renes and Services therein feverally referred, which are intended to pass hereby.)

To held and enjoy Lands to Uses declared in another Indenture.

And the said A. B. for himself, his Heiss, Executors, Administrators and Assigns, doth covenant and grant to and with the said C. D. E. F. G. H. &c. their Heirs and Assigns, That they the said C. D. E. F. and

G. H.

G. H. their Heirs, Executors, Administrators and Alligns, shall and may from time to time, and at all times after the Solemnization of the said intended Marriage. have, hold and enjoy all and fingular the Taid Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned. and every Part and Parcel thereof, with the Appurtenances, upon such Trusts as Thall be thereof declared as aforelaid, without the Let, Trouble, Hindrance, Mole-Station, Interruption and Denial of him the said A. B. his Heirs, Executors, Admimistrators and Assigns, or of any other Petfon or Persons whatsoever, claiming or to claim, by, from or under him.

And also, (or, And further.) That he the country to a Taid A. B. and his Heirs, and all and every sottemen to other Person and Persons, and his and their make farme; Heirs, any thing having or claiming in discourse. the said Premisses above mentioned, or any Part thereof, by from or under him, them or any of them, or by, from or under the faid. &c. or any of his Ancestors (except before excepted) shall and will from time to time. and at all times hereafter, at the reasonable request of them the laid C.D. E.F. &a their Executors, Administrators or Affigus. (or their Heirs and Assigns) but at the proper Costs and Charges of him the said A. B. his Heirs and Assigns, make, do, acknowledge, levy, fuffer and execute; or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful

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and realbrable Act and Acts, Thing and Things, Devile and Deviles, Affurance and Assurances, Conveyance and Convey -ances in the Law whatfoever, for the finther, better and more perfect granting an affuring of all and fingular the faid Meff -ages, Lands, Tenements, Hereditaments and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, to, for and upon the feveral Ule Trusts, Intents and Purposes herein-before -mentioned, limited, expressed and decisred, according to the true intent and meaning of these Presents, as by the said C. D. E. F. &c. their Executors, Administrates or Assigns, their or either of their Council learned in the Law, shall be reasonably devised or advised and required.

evare, &cc.

farmenthal lastly, It is covenanted, granted, concluded and agreed upon, by and between the faid Parties to these Presents, and the true meaning hereof also is, and it is hereby fo declared, that all and every Fine and Fines, and all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatfoever, already had, made, levied, fuffered, executed or acknowledged, or at any time hereafter to be had, made, levied, fuffered, executed or acknowledged, of the faid Messuages, Lands, Hereditaments and Premisses above mentioned, or any Part thereof either alone by infelf, or jointly with any other Lands, Tenements, &c. by and between the said Parties to these Presents, or

by and between them, or any or either of ' them, and any other Person and Persons, as for and concerning all and fingular the faid Messuages, Lands, Tenements, Heredicaments and Premisses above mentioned. with the Appurtenances, Shall be and enure. and shall be adjudged, esteemed and taken to be and enure, to, for and upon the several Ules, Intents, Trusts and Purposes' herein-before mentioned, limited, expressed and declared, and to and for none other Uses, Intents or Purposes whatsoever.

And the said A. B. and E. his Wife, and Author Crostheir Heirs, shall and will upon the rea- none in a Secfonable Request of the said C. D. his Heirs, future As-Executors or Administrators, make, do rante. acknowledge, fuffer and execute, or cause to be made, done, acknowledged, suffered and executed, all and every such reasonable and lawful A& and A&s for the further, better and more perfect affuring or conveying of the faid Manor and Premisses, or of any Part or Parcel thereof, with the Appurtenances, to the faid C. D. his Heirs and Affigns, to the Uses, Intents and Purpoles above mentioned, be it by Fine, Feoffment, Recovery, or by any of the faid Ways, or by any other Ways, Means, Devile or Affurance whatfoever, as shall be reasonably devised, advised or required by the said C. D. his Heirs and Assigns, or his or their Counsel learned in the Law, so as the said Fine or other Assurance donot contain any further or other Warranty or Covenants than are herein contained.

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And in long a. And further, That the faid, A, B, and E his Fine to the Wife, and the Survivor of them, Thall will before the end of Hillary Termensuing the Date hereof in his Major Court of Common-Place at Westminster. knowledge and levy in due Form of L unto the laid C. D. and his Heiss. One more Fine or Fines, Jax Conuxence de come con &c. of all and fingular the Premisses above mentioned, with Pro mations thereupon, according to the Ro of the Status in fuch Calesmade and grow ed by such Name or Names Quantines Q lities and Number of Acres as by the fi C.D. or his Counsel learned in the learned shall be reasonably devised os advised as required, to that the laid A B. and E Wife, nor either of them, be not oblige or compelled to travel from the place their Aboda. Which faid Fign, of Fines. or in any other manner to be levied, and all other Fines, Recoveries and Afforence hereafter to be had or made of the Promilles on any Pare thereof, shall be and enure, and the Conular or Conuless of fire Fine and their Heirs, by virtue horoof, shall stand and be seised of the same Premiss. to the only respective. Uses, Intents and Purpoles, and upon the Tapils and trader and subject to the Provisors and Agree

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ments hereinsbefore limited expressed and declared, and to no other Uses, Incomes de

Purpoles what loever.

And lastly, It is hereby declared by and references between all the said Parties to these Pre-harmless from ents. That the said C. D. E. F. &c. their Domegis and Heirs, Executors, Administrators and Af-Espensis. igns, shall from time to time be saved harmless by and out of the Premisses, of ind from all fuch Costs, Charges, Damages and Expences as they or any of them shall listain and be put unto by reason of the laid Estates and Trusts herein before declared, for the undertaking and managing. thereof, or in any ways touching or concerning the same, and shall be accomptable. for so much only as they respectively shall schually receive, by or our of the Premisses, and for no more, nor the one for the other, nor with nor for the Receipts or Disburlements the one of the other.

And the said A. B. for himself, his Heirs, Not to diffurb Executors and Administrators, doth cove-Truffeer in the nant and grant to and with the faid C. D. their Truft. E. F. &c. their Executors and Administrators. That neither he the said A.B. his Heirs, Executors or Administrators, shall or will impede, hinder or obstruct the said C. D. E. K. Oc., or either of them, in the Execution of their said Trust hereby in them reposed, but will from time to time, and at all times hereafter, permit the Premisses, and the Proceeds and Effects thereof, to be managed, received, paid and applied according to the Trusts aforesaid.

sides, and for wifes.

Witnesseth, That the said A. B. for and in Consideration of a Marriage had and folemnized between him the fa A. B. and E. his now Wife, Daughter of the Portion, the said C. D. and of the Sum of Sec. the said A. B. in hand paid, as the N riage-Portion of the faid E. and in puri ferling there ance and performance of certain Articles Agreement made before their inter-ma riage, bearing Date, &c. between the fa &E. and to the intent that all and fingula the Messuages, Lands, Tenements and Hereditaments therein and herein-after mencloned, and the Reversion and Reversions Remainder and Remainders, Rents and Services thereof, and of every Part thereof. shall and may at all times hereafter, be remain and continue, to and for the feveral Uses, Intents, Trusts and Purposes herein-after particularly limited, expressed and declared, he the faid A. B. hath covenanted and granted, and by these Presents doth for himself, his Heirs and Assigns. covenant and grant to and with the faid C. D. E. F. &c. their Heirs and Affigns. That he the said A. B. and his Heirs, and all and every other Person and Persons. and his and their Heirs, now standing and being seised, or which hereafter shall stand and be seised, of and in all that Messuage or Tenement, with all the Out-houses, &c. Lands, &c. whatfoever thereunto belonging or appertaining, &c. fituate, &c. now in the Possession of, &c. and of and in one other Messuage with its Appurtenances 

in, &c. in the Possession of, &c. and also of and in the Reversion and Reversions, Re-mainder and Remainders, Rents and Services of all and fingular the faid Premisses above mentioned, and of every Part and Parcel thereof, with the Appurenances, shall and will from time to time, and at all times from henceforth for ever hereafter. for the Confiderations aforefaid, stand and be seifed of and in all and singular the said Messuages, Lands, Tenements, Hereditaments and Prémisses above mentioned, and of and in every Part and Parcel thereof, with the Appurtenances; and also of and the User declain the Reversion and Reversions, Remainder red, (10 mit) and Remainders, Rents and Services thereof the common with the Appurtenances, to the feveral band for Life, Ules, Intents and Purpoles hereafter in and wife for Life, by these Presents particularly mentioned, Remainder to limited, expressed and declared, (that is the Heirs of the to say) To the Use and Behoof of the said Wife begetten A.B. and his Affigns, for and during the by the Hueband, Term of his natural Life, without Impeach-Remainder to ment of or for any manner of Waste, and his Heirs. from and after the Determination of that Estate, then to the Use and Behoof of the said C.D. E. F. &c. and their Heirs, during the natural Life of the said A. B. for the Preservation and Support of the Con-tingent Remainders hereinafter limited, and from and after the Decease of the said A.B. then to the Use and Behoof of the said E. his Wife and her Assigns, for and during the Term of her natural Life for her Jointure, in Bar of her Dower, and from

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and after the layeral Deceales of the laid A. R. and A. his Wife, then to the Use Behoof of the Heirs of the Body of the E. by the faid A. B. begotten and to begotten; and for Default of such 13 to the Use and Behoof of the said 4 his Heirs and Affigns for ever, and to for none other Use, Intent of Purpo whatloever.

To levy a Fine

And each of them the laid A. B. E. E. in a Covery and C. D. for him, her and themselves, severally and apart, and not jointly, and for his, her and their feveral Heirs and Affigns, dorn further, feverally and apart. and not jointly, covenant and grant to and with the said E. F. his Heirs and Affigns, that they the faid A. B. E. B. and C. D. fhall and will before the end of Hiller-Term next coming, before the King's Majesty's Justices of his Court of Common Pleas. at Westminster, in due Form of Law, acknowledge and levy to the faid E. F. and his Heirs. One Fine sur Connucance de drais come ceo, Oc. with Proclamations to be thereupon had according to the Form of the Statute in that case made and provided of all and fingular the faid Premises above mentioned, with the Appurtenances, by fuch Name and Names, Quantities and Numbers of Messuages, Acres and Things, and in such manner and form as by the Counsel learned in the Law, of the faid E. F. shall be advised and thought fir.

. Hath covenanted and granted, and by Covenant to these Presents doth covenant and grant to hoy a Fine, and with the faid G. A. his Heirs and and a Declara-Assigns, That he she said A. B. and E. his thereof. Wife, shall and will, on this fide and before the End of Easter Term next coming, before the King's Majesty's Justices of his Court of Common-Pleas at Westminker, in due Form of Law, levy and acknowledge unto the said C. D. and his Heirs, One Fine fur Conuxance de drois come cee, &c. with Proclamations to be thereupon had according to the Form of the Statute in that case made and provided, of all that Messuage or Tenement, with the Appurtenances, in the Possession of, ere. situate, ere. and also of, &c. in the Tenure of, &c. with all and fingular its Appursenances: And also of the Reversion and Reversions, Remainder and Remainders, Rents and Services of the faid Premisser above mentioned. and of every Part and Parcel thereof, with the Appurenances, by such Name and Names, Quantity and Number of Messuages. Acres and Things, and in such manner and form as by the faid E. F. or his Counsel learned in the Law, shall be reafonably devised or advised and required. Which said Fine so be had and levied in manner aforefaid, and all and every other Fine and Fines already had, or at any time hereafter to be had, levied, feed or profecuted, of the said Premisses, or any Part thereof, by itself, or jointly with any other Lands or Tenements, by or between the faid Harries to these Presents, or by or beetwen them

them or any or either of them; and any other Person or Persons, as for and concerning all and fingular the faid Premises above mentioned, with the Appurtenances, that be and enure, and shall be adjudged. steemed and taken to be and enure, to and for the only proper Use and Behoof of the faid C. D. his Heirs and Affigns for ever, and to and for none other Use, Intent or Purpose whatsoever.

Recovery 10 Ufes en a Mar-Ujos declared. band, Wife, firf and other Sear a with Terms for Remainder the Husband's Heirs.

In Consideration of a Marriage, OA lovy o Pine and and for the feeling and affuring, &c. they the said T. B. and A. B. do and either of riage, and the them doth for themselves, their Heirs and Assigns, covenant, grant and agree to and viz to the Hau- with the faid C. D. and E. F. their Heirs and Affigns, and the faid C. Wife of the faid T. B. doth hereby confent and agree, That they the faid T. B. and C. his Wife, Daughters, and and A. B. shall and will, on this side and " before the End of Michaelmas Term next coming, in due Form of Law, acknowledge and levy before his Majesty's Justices of his Court of Common-Pleas at Westminster. unto the said C. D. and E. R. and their Heirs, or to the Heirs of one of them. One Fine sur Conuzance de droit come ceo. Oza with Proclamations to be had thereupon.according to the Form of the Statute in that case made and provided, of all that the Manor of, &c. and of all that Capital Messuage, &c in the Possession of &c. and by him held for the Term of, &c. under the yearly Rent of &c. and also, &c. with all and every their Appurtenances; and:

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and of the Reversion and Reversions, &c. of all and fingular the faid Manor and Premisses, and every Part and Parcel thereof, by such Name and Names, Quantities, Qualities, and Number of Manors, Melfuages, Acres and Things, and in such forr, manner and form, as by the Counsel learned in the Law, of the said C.D. and E. F. shall be advised and thought fir. Which said Fine so to be had and levied in manner aforesaid, or in any other manner to be had and levied, of the said Manor and Premisses above mentioned, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, to and for the only proper Use and Behoof of the said C. D. and E. F. their Heirs and Assigns, whereby to make them Tenants of the Freehold of the said Premisses. Yet never heles, to this End, Intent and Purpose, that the said C. D. and E. F. shall and will, on this side and before the end of Michaelmas Term next coming, permit and suffer the said G. H. and J. K. in due Form of Law, to sue forth and profecute one Writ of Entry fur Disseisen in le Post, returnable before his The Recover Majesty's said Justices of his said Court of Common-Pleas at Westminster, against them the faid C. D. and E. F. of all and fingular the faid Manor and Premisses above mentioned, and of every Part and Parcel thereof, with the Appurtenances, by fuch Names, Quantities, Qualities, and Number of Manors, Messuages, Acres and Things,

The Condepances Louins, ac and in fach fore, manner and Horin. by the find G. H. and J. K. of their Confel learned in the Law, that be realoused deviled or advised and required. and upon which faid Writ of Entry to be brought, the faid C. D. and shaff appear and vouch to Warranty th said A. B. and the said A. B. shall appear gratin, (or, either in his own Person, or by his Actorney lawfully authorited and enter into the faid Warranty; and after his entry into the said Warranty, shall vouch over the common Vouchee, who shall like, wife appear and enter into the said Watranty and Imparl, and afterwards make Default, to the end one perfect common Recovery (or, with double Voucher) thall and may thereof, (or, of all and lingular the faid Premilles) be had, profecuted and suffered in all things according to the usual Order and Form of common Recoveries for Affbrance of Lands, Tenements and Hereditaments, in such Cases used and accustomed; and the same Recovery shall also be executed in due Form of Law, by one Writ of Habere facias Seismen accordingly.

the Uses.

Dichration of And it is fully covenanted, granted, concluded and agreed upon, and declared by and between the faid Parties to these Presents, for themselves, their Heirs and AC. figns, that the faid Recovery, fo or in any other manner and form to be had and futfered, and also all and every other Recovery or Recoveries to be hereafter executed shad or suffered of the said Manor

perween the faid Parties to these Presents, or by or between them or any of them, and any other Perlon or Perlons, on this side and before the End of Michaelmas Term mext coming, and the full force of them and every of them, and all other Affurance and Assurances of the said Presmilles, or any Part thereof, had or to be had or made between the faid Parties or any of them, shall be and enure, and shall be adjudged, eftermed and taken, and are means and intended to be and cause, to for and upon the feveral Ules, Intents, Exults and Purpoles, and Subjects to the Several Provisoes and Agreements hereinafter particularly mentioned, limited, expressed and declared, (that is to say) To Huband for the Use and Behoof of the said A. B. for Life. and during the Tetm of his natural Life. without Impeachment of or for any manner of Waste, and with full Liberty to commit Waste; and from and after the Determination of that Estate by Forseiture or otherwise, then to the Use and Behoof of the faid G. H. and J. K. and their Heirs. for and during the natural Life of the faid A. B. in Trust to preserve and support the Contingen Remainders herein-after limited, from being defeated or deftepy'de and for that Perpole, to make Regict of bring Actions, of the Cale shall manire But nevertheless, to permit and suffer the faid A. B. and his Affigue during his Life. so cakes the Repres, Issues and Profits of all

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and fingular the find Manors and Premiffer to and for his and their own UTE will Repetit and from and after the Decease

wife for Life. Benefic; and from and lafter the Descente of high the faid A. B. then to the Discente and Behoof of the faid E. Wife of the fail

and Behoof of the laid E. Wite of the laid A. B. and her Affigns, for and during A. B. and her Affigns, for and during the laid of the lai

the Term of her natural Life, and fre

First and other sons.

and after the Deceales of them the fall A. B. and E. his Wife, then to the Th and Behoof of the first Son of the fail A. B. on the Body of the faid E. his Wife to be begotten, and of the Heirs Male of the Body of fuch first Son lawfully illin ing; and for Default of fuch Iffue that to the Die of the lecond Son of the Bid A. B. on the Body of the faid E. begor ten, and the Heirs Male of the Body of such second Son lawfully issuing; and for Default of such Issue, then to the Wie of the third Son of the Taid A. B. on the Body of the faid E begotten, and the Heiri Male of the Body of fuch third Son lawfully isfuring and for Default of fuch Issue, then to the Use and Behoof of the tath, jeh, ich, 7th, 8th, 9th and 10th Son and Sons, and of all and every other Son and Sons of the Body of the said A. B. on the Body of the faid E. his faid Wife to be begoiten, feverally, fuccoffively, and in remainder one affer another, as they and biels and every of them shall be in Seniority of Age, and Priority of Birth and of the Heirs Male of the Body of all and every fuch Son and Sons lawfully iffuling; the elder of every fuch Som and Som,

Sons, and the Heirs Males of his Body issuing, always to be preferred, and to take before the younger of fuch Sons, and the Heirs Males of his Body iffuing; and for Default of such listue, and in case the faid E, at the Death of the said A. shall be ensient and with Child, then to the Use of the said E. until she the said E. shall be delivered of such Child; and in case such Child shall be a Son, then to the Use and Behoof of such after-born Son, and the Heirs Males of his Body lawfully iffuing: and for Default of fuch Issue, then to the Term to Tra-Use and Behoof of the said G. H. and fur. 7. K. their Executors, Administrators and Assigns, for and during the Term of coo Years thence next and immediately enfuing, fully to be compleat and ended, in Trust to and for all and every the Daughter and Daughters of the said A. B. on the Body of the said E to be begotten, in fuch manner as herein-after is mentioned touching the same Term; and from and after the End, or other sooner Determina-Remainder. tion of the said Term of 500 Years, then to the Use and Behoof of the skid A. B. his Heirs and Assigns for ever : and to and for none other Use, Intent and Purpose whatfoever.

And it is covenanted, granted, conclud-Delaration of ed and agreed upon by and between the the Use of a said Parties to these Presents, and hereby Man and his so declared, That the said Recovery so as Heirs, aforesaid, or in any other manner to be had and suffered; and all and every Fine

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and Fines, Recovery and Recoveries. urance and Afforances, Gonveyance and Genveyances already had, made, levied suffered, executed of acknowledged, or al say time hereafter to be had, made, levied executed or acknowledged, of the faid Piemills above mentioned, or any Pair Berg of, tither alone by it felf, or jointly with any other Lands or Terleffields, by of be tween the faid Parties to their Prefents, of by or between them, of any of them, and any other Person and Persons whallbever as for and concerning all and fingular the faid Message, Tenement, and Premises above mentioned, and every Part and Pageel thereof, with the Appurtenances, fixil be and enuse, and that be adjudged effectied and taken to be and entite, to the only proper Use and Behoof of the Isia C. D his Hoirs and Affights for every and to and for no other Use. Intent or Purpose what-

### Warranties.

he a Bill of

feever.

A. N.D. I the faid A. B. for my felf, my Sale for Guds. 11 Executors and Administrators. faid bargained Pramisses white the faid C. D. his Executors, Administrators and Assigns, sgainst all Persons, shell and will warrant and for even defend by these Presents.

And the said A. B. for him and his Heirs, the faid Close, Tithes and Premisses, and every Pare thereof, against him and his Heirs, and against all and every Other other Person and Persons whatsoever, to the said C. D. his Heirs and Assigns, shall and will warrant, and for ever defend by these Presents.

And the faid A. B. all and fingular the In a Convey. faid Manor and Premisses, with the Ap-ance of Lands purtenances, unto the said C. D. his Heirs by Release, &c.

and Assigns, shall and will warrant, and

for ever defend by these Presents.

And the said A. B. and his Heirs, the Another Warfaid Capital Messuage, Manor, Heredita-ranty of the ments and Premisses above mentioned, with more ententheir and every of their Appurtenances, five. unto the said C. D. his Heirs and Assigns, and against him the said A. B. his Heirs and Affigns, and against the said, &c. and all and every Person and Persons, lawfully claiming or to claim from, by or under him, them, or any or either of them, shall and will warrant, and for ever defend by these Presents.

## Conclusion.

In Witness whereof, the Parties first above named, have to these present Indentures, interchangeably fet their Hands and Seals the Day and Year above written.

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## Comment of

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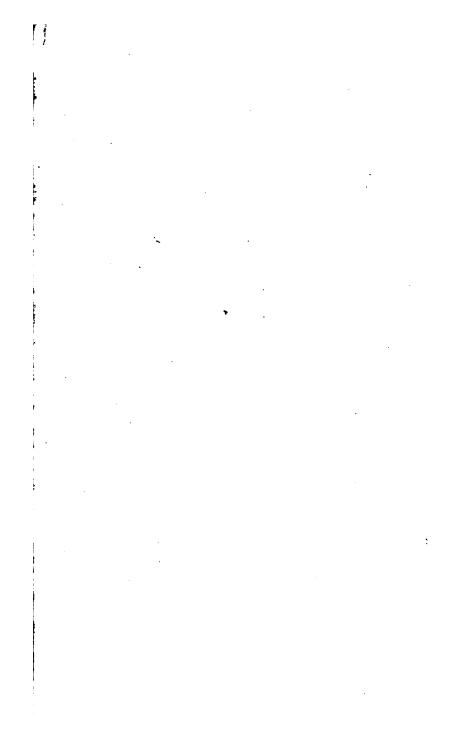
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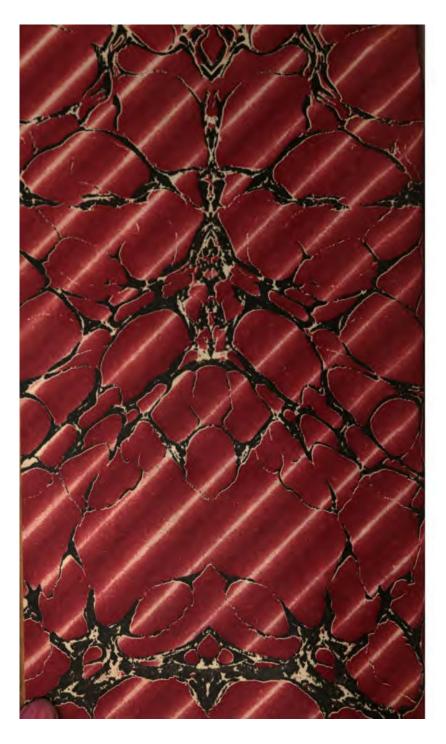
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